City of Bartlett

A. Keith McDonald, Mayor

# BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

**TUESDAY, AUGUST 22, 2017 - BARTLETT CITY HALL - 7:00 PM**

## INVOCATION

Opening Prayer by Pastor, Danny Sinquefield, Faith Baptist Church

## FUTURE MEETINGS

Board of Education, August 24 at 7 p.m.

Beer Board, September 5 at 6 p.m.

Bartlett Station Commission, September 6 at 7:30 a.m.

City Beautiful Commission, September 7 at 6:30 p.m.

Bartlett Historical Society, September 11 at 7 p.m.

Planning Commission, September 11 at 7 p.m.

## RECOGNITIONS

***Official Business of the Day***

## MINUTES ACCEPTANCE

**Minutes of the August 8, 2017 Board of Mayor and Aldermen Regular Meeting**

## PUBLIC HEARING

Individuals will have a maximum of three minutes to speak either for or against the item, with a total of 20 minutes for each side.

1. Resolution 33-17, a resolution approving a special use permit for an assisted living facility to be located north of Highway 64 on the northeast corner of New Brunswick and Brunswick roads.

## UNFINISHED BUSINESS

**1 Resolution 33-17, a resolution approving a special use permit for an assisted living facility to be located north of Highway 64 on the northeast corner of New Brunswick and Brunswick roads. (Kim Taylor, Director of Planning and Economic Development)**

## CONSENT AGENDA

**1 Special seasonal event permit for Big Jim's pumpkins & Christmas tree sales. (Jim Brown, Director of Code Enforcement)**

The event will be held from September 20 through December 20 from 9 a.m. to 9 p.m. at 6777 Stage Road.

**2 Annual Bartlett Kids Triathlon. (Shan Criswell, Director of Parks and Recreation)**

The event is scheduled for Saturday, September 9 starting at 7:30 a.m. and will take place in and around the Bartlett Recreation Center. The Center will be closed until 11 a.m. the day of the event.

**3 Reappraisal service fees. (Dick Phebus, Director of Finance)**

Shelby County Government has provided property reappraisal services for its Fiscal Years 2014 - 2017 Reappraisal Cycle. Total prorated reappraisal fees are $201,935.00. Funds are available in Account 110.41100.259.

**4 Proposal for janitorial services for the Bartlett Library. (Dick Phebus, Director of Finance)**

Recommend accepting the lowest and best proposal from Elite Service Group at a total cost of $29,380. Funds are available in Account 110.41480.176.

**5 Bid for one ambulance. (Terry Wiggins, Fire Chief)**

Recommend accepting the lowest bid from Demers at a cost of $187,405.00. Funds are available in Account 311.48311.785.25618.

**6 Bid for four zero-turn mowers. (Shan Criswell, Director of Parks and Recreation)**

Recommend accepting the lowest qualified bid from Bartlett Small Engines at a total cost of $51,250.00. Three of these mowers are for Parks and Recreation maintenance and one is for school maintenance. Funds are available in Accounts 311.48311.785.50718 and 11044400.939.

**7 Bid for Shadowlawn Road Sewer Project, Phase 2A. (John Horne, Assistant Director of Engineering)**

Recommend accepting the lowest bid from D & E Construction in the amount of $231,540.00, plus a contingency amount of $25,000.00 for a total cost of $256,540.00. Funds are available in Account 312.48312.780.8114.

8 **Planning Commission report for August 2017. (Kim Taylor, Director of Planning and Economic Development)**

## NEW BUSINESS

1 **Resolution 39-17, an initial resolution authorizing the issuance of not to exceed fifty-two million dollars ($52,000,000) general obligation public improvement bonds of the City of Bartlett, Tennessee. (Dick Phebus, Director of Finance)**

2 **Resolution 40-17, a resolution authorizing the issuance of general obligation refunding and improvement bonds of the City of Bartlett, Tennessee in the aggregate principal amount of not to exceed $55,000,000, in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds. (Dick Phebus, Director of Finance)**

3 **Resolution 41-17, a resolution to donate surplus personal property to the Town of Gallaway, Tennessee. (Dick Phebus, Director of Finance)**

## OPEN DISCUSSION

## ADJOURNMENT

City of Bartlett

A. Keith McDonald, Mayor

# BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

## TUESDAY, AUGUST 8, 2017 - BARTLETT CITY HALL - 7:00 PM

## ATTENDANCE

Mayor A. Keith McDonald: Present, Alderman W.C. Pleasant: Present, Alderman Emily Elliott: Present, Alderman David Parsons: Present, Alderman Bobby Simmons: Present, Vice Mayor Jack Young: Present, Alderman Paula Sedgwick: Present.

## INVOCATION

Opening Prayer by Fred Shackelford, Ellendale Baptist Church

## FUTURE MEETINGS

Parks and Recreation Advisory Board, August 10 at 7 p.m.

Bartlett Historical Society, August 14 at 7 p.m.

BPACC Advisory Board, August 15 at 6 p.m.

Bartlett Arts Council, August 15 at 6:30 p.m.

Design Review Commission, August 15 at 6:30 p.m.

Board of Education Work Session, August 17 at 7 p.m.

Historic Preservation Commission, August 21 at 7 p.m.

## RECOGNITIONS

*****Official Business of the Day*****

## MINUTES ACCEPTANCE

**Minutes of the July 25, 2017 Board of Mayor and Aldermen Regular Meeting**

| | |
|---|---|
| **RESULT:** | **ACCEPTED [UNANIMOUS]** |
| **MOVER:** | Jack Young, Vice Mayor |
| **SECONDER:** | Bobby Simmons, Alderman |
| **AYES:** | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

## CONSENT AGENDA

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Bobby Simmons, Alderman |
| **SECONDER:** | Emily Elliott, Alderman |
| **AYES:** | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

1 **Facility maintenance fee payment to the Tennessee Department for Environment and Conservation for Fiscal Year 2018. (Rick McClanahan, Director of Engineering)**

The City's current number of water system connections is 21,391, at $1.30 per connection; the City's total is $27,808.30. Funds are available in Account 510.51200.644.

2 **Proposal for contract administration for Fletcher Creek Greenway Phase 2. (Rick McClanahan, Director of Engineering)**

Recommend approving Barge Waggoner Sumner & Cannon as the contract administrator for the Fletcher Creek Greenway Phase 2 project. This project is an 80/20 federal local match. The City's portion of the contract administration is $52,457.20. Funds are available in Account 311.48311.772.4512.

3 **Proposal for grant administration and engineering work for Fletcher Creek drainage improvement project, Phase 2. (Rick McClanahan, Director of Engineering)**

Recommend approving the proposed grant administration to SIC Project Management at a cost of $26,825 and the proposed engineering work to Carlson Consulting Engineers at a cost of $74,000. The total cost of this phase will be $100,825. This project will be completely federally funded.

4 **Letter and Report on Plan of Refunding 2007 and 2009 General Obligation Bonds. (Dick Phebus, Director of Finance)**

The Director of the Office of State and Local Finance has issued a letter and report on the City of Bartlett's Plan for the issuance of $2,045,000 General Obligation Refunding and Improvement Bond, Series 2017A. This report is required to be present to the Board and Mayor and Aldermen at one of its meetings.

## NEW BUSINESS

1 **Resolution 34-17, a resolution to amend the City of Bartlett Personnel Policies and Administrative Procedures Guide regarding nepotism. (Ted Archdeacon, Director of Personnel)**

Mr. Archdeacon explained that this amendment will allow the City to hire relatives of current employees for full time work. This amendment also prevents employees from directly supervising family members.
Mayor McDonald noted that he has been observing this system at work in the Bartlett City School System and has found it to be working smoothly, while allowing more than one family member to work full time for the organization. The City's current policy prevents an employee's relatives from working in any department full time. Under this new nepotism policy, relatives of the mayor, the chief administrative officer, and the director of personnel will not be allowed to work for the City.

Alderman Pleasant said the current policy seems harsh in penalizing an employee's family member, and he appreciates this amendment.

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| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Jack Young, Vice Mayor |
| **SECONDER:** | W.C. Pleasant, Alderman |
| **AYES:** | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

**2 Resolution 35-17, a resolution to amend the City of Bartlett Personnel Policies and Administrative Procedures Guide regarding paramedic program assistance. (Ted Archdeacon, Director of Personnel)**

Mr. Archdeacon explained that this amendment will increase the tuition reimbursement for employees attending paramedic school from $4,500 to $8,000. Now that Bartlett's sister cities have started paramedic programs, countywide competition has increased, and it's getting more difficult to hire paramedics.
Mayor McDonald noted that in exchange for full tuition reimbursement, employees will have to continue their employment with the City for four years after training is complete or repay the full tuition.
Alderman Simmons asked how many paramedics we need. Mr. Archdeacon said the Fire Department would like to add five for a total of 30. Mayor McDonald added that more paramedics are needed to staff and run the new ambulance.

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| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Emily Elliott, Alderman |
| **SECONDER:** | W.C. Pleasant, Alderman |
| **AYES:** | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

**3 Resolution 36-17, a resolution authorizing the City of Bartlett to participate in the Tennessee Municipal League Risk Management Pool's Safety Partners Matching Grant Program. (Ted Archdeacon, Director of Personnel)**

Mr. Archdeacon stated that the Pool requires the Board approve a resolution authorizing participation in its grant program. If received, this grant will be used for injury-reduction training for public safety employees.

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| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | David Parsons, Alderman |
| **SECONDER:** | Emily Elliott, Alderman |
| **AYES:** | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

**4 Resolution 37-17, a resolution to amend the Fiscal Year 2018 Grants Fund and Capital Improvements Fund budgets to appropriate funds for a Tennessee Department of Transportation comprehensive Americans with Disabilities Act self-evaluation and transition plan. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that the State is requiring cities to create an Americans with Disabilities Act compliance plan. This resolution will fund the creation of that plan.

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| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | David Parsons, Alderman |
| **SECONDER:** | W.C. Pleasant, Alderman |
| **AYES:** | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

**5 Resolution 38-17, a resolution to amend the Fiscal Year 2018 Grants Fund Budget to appropriate funds for the Fletcher Creek Bank Stabilization project funded by a Community Development Block Grant. (Dick Phebus, Director of Finance)**

Mr. Phebus stated that the City received a CDBG in the amount of $515,690 to stabilize the banks of Fletcher Creek.

Alderman Pleasant asked what specifically the funds will be used for. Rick McClanahan, City Engineer, explained that between 200 and 250 feet of Fletcher Creek will be reshaped and grade control devices will be installed in low areas.

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| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | David Parsons, Alderman |
| **SECONDER:** | Jack Young, Vice Mayor |
| **AYES:** | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

## OPEN DISCUSSION

No one spoke during Open Discussion.

## ADJOURNMENT

Meeting adjourned at 7:26 PM

W.C. Pleasant, Register to the
Board of Mayor and Alderman

A. Keith McDonald
Mayor

**Board of Mayor and Aldermen**
6400 Stage Road
Bartlett, TN 38134

**SCHEDULED**

**RESOLUTION (ID # 2195)**

Meeting: 08/22/17 07:00 PM
Department: Planning and Economic Development
Category: Special use permit
Prepared By: Stefanie McGee
Initiator: Kim Taylor
Sponsors:
DOC ID: 2195

# Resolution 33-17, a resolution approving a special use permit for an assisted living facility to be located north of Highway 64 on the northeast corner of New Brunswick and Brunswick roads.

**WHEREAS,** an application has been made for a Special Use Permit for an assisted living facility to be located North of Highway 64 on the Northeast Corner of New Brunswick and Brunswick Roads.

**WHEREAS**, the Planning Commission reviewed the proposed Special Use Permit for an assisted living facility North of Highway 64 on the Northeast Corner of New Brunswick and Brunswick Road on Thursday, July 6, 2017, in accordance with their regulations and recommended the Special Use Permit; and

**WHEREAS**, the Board of Mayor and Aldermen held a Public Hearing on the 22nd day of August, 2017 and approved the Special Use Permit for an assisted living facility to be located North of Highway 64 on the Northeast Corner of New Brunswick and Brunswick Road, subject to the following conditions:

**Engineering Conditions:**

**General:**

1) **Not submitted at this time**, but a plat showing any public water, sanitary sewer, drainage or utility easements that will be required.
2) A Commercial Site Plan contract will be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett and the surety amount required to be posted for this development.
3) Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to therndon@cityofbartlett.org <mailto:therndon@cityofbartlett.org> for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
4) If a site plan contract has not been approved within 1 year of approval of the site plan, then this development may have to comply with the new TDEC runoff reduction guidelines.
5) All new utilities shall be underground.
6) Applicant's engineer shall submit the stamped and signed detention calculations for the proposed detention basin and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25 year storms. This site will have two detention basins with one being a dry detention basin and the other one being a buried dry detention facility located under one of the proposed parking lots.

**Site Plan:**

7) Installation of sidewalk and handicap ramps along the east side of New Brunswick Road is required.

**Grading & Drainage Plan**:

**8)** **Not submitted at this time**, but a Grading & Drainage Plan will be required showing existing and proposed contours, public and private drainage pipe, structure tables, detention basin grading and detention calculations, and drainage easements.
9) It is unknown at this time (to the Engineering Department) whether the "stream" along the East end of the property is a "blue line" water of the state or not. A stream determination should be submitted to the Engineering Department.
   - In the event that it **is** a water of the state, a buffer line must be designated based on TDEC requirements and the City Storm water Ordinance. This buffer must be shown on the Grading and Drainage Plan and the Plat.
   - In the event that it is not a water of the state, the conveyance must be piped or channelized, within a permanent drainage easement.

**Erosion Control Plan Phase 1 and Phase 2**:

10) Applicant/Engineer shall prepare a SWPPP and submit to TDEC in order to get coverage and a NOC from TDEC, and copies of all correspondence shall be provided to Engineering.
11) During construction extra care will be needed to ensure that silt is not tracked out onto New Brunswick Road.

**Erosion Control Details**:

12) Metal posts with wired backed fence are required on the proposed silt fences.

**Utility Plan**:

13) All sanitary sewer lines and clean outs shown on this plan is private and shall be maintained by the property owner.
14) If any sewer clean out is located in a paved area, then it shall comply with the detail approved by Bartlett Codes which involves a brass connections and a concrete collar.
15) The utility plan may have to be adjusted based on the actual Water Plan as designed by Bartlett Engineering.

**Sheet LA 1.1 Landscape Planting Plan**:

16) The plan shall comply with the approval of the DRC submittal.
17) There may be some modifications to this plan based on the final locations of the public water, sewer or drainage easements. Landscape should not be located in the public easements, if it is, an encroachment agreement will be required and this can be noted on the plat.

**Tree Survey**:

18) A tree survey and tree protection plan should be included.

**Planning Conditions:**

1. The applicant has provided a site concept plan to show the proposed development. The applicant shall submit a formal site plan application to the Planning Commission and the Design Review Commission after the Board of Mayor and Aldermen approves the Special Use Permit for this property.
2. There is a discrepancy in the application as to whether the property is 6.99-acres or 7.23-acres. The applicant shall clarify or correct this information at the meeting.
3. The applicant and/or property owners shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

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**WHEREAS**, the Board of Mayor and Aldermen have determined that this Special Use Permit should be approved;

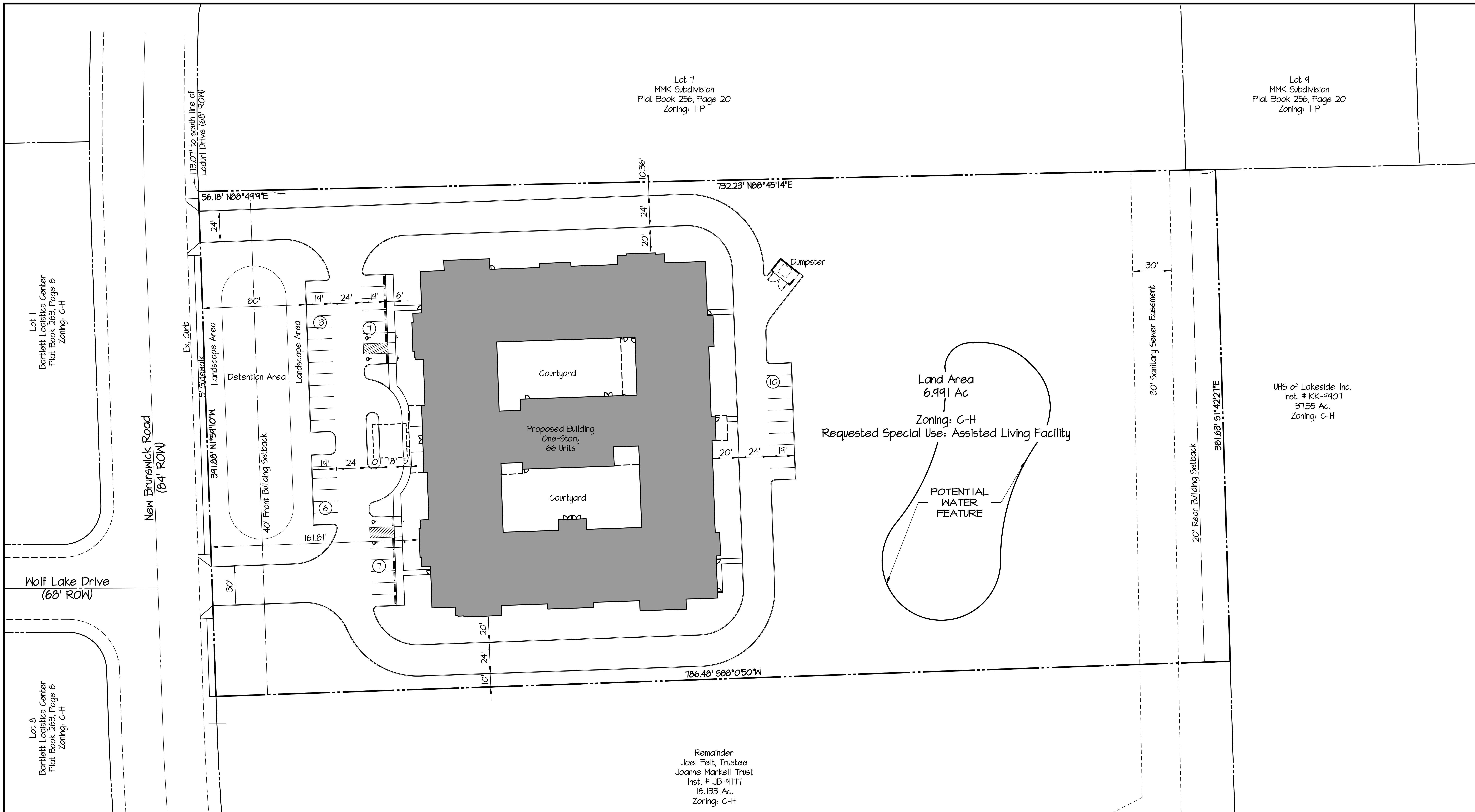
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE**, that the Special Use Permit for an assisted living facility located North of Highway 64 on the Northeast Corner of New Brunswick and Brunswick Roads, incorporating the above listed conditions, is approved.

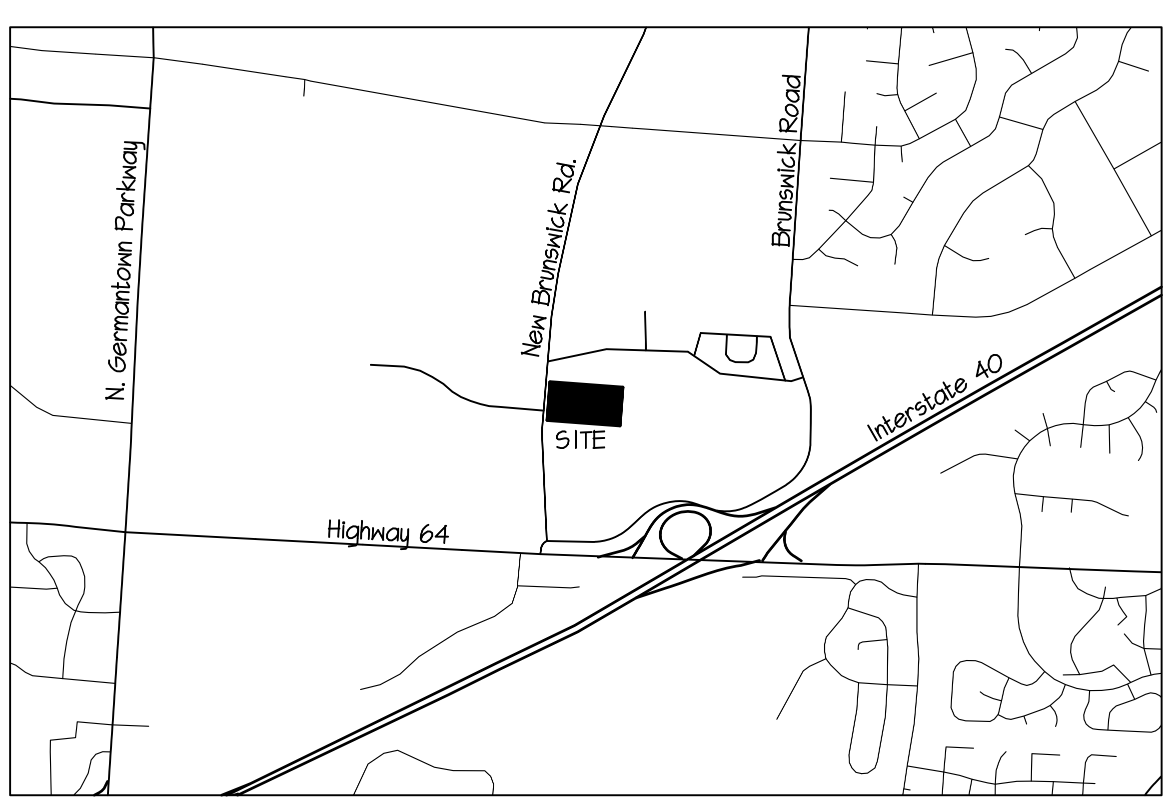
ADOPTED THIS 22ND DAY OF AUGUST 2017.

W.C. Pleasant, Register to the Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk




Vicinity Map
nts

SITE DATA

| | |
|---|---|
| Land Area | 6.991 Ac |
| Ex. Zoning | C-H |
| Request Special Use | Assisted Living Facility |
| Parking Provided | |
| Standard | 39 |
| Accessible | 4 |
| Total | 43 |
| Open Space Provided | 63% |

NORTH
SCALE 1" = 50

SITE PLAN
**NEW BRUNSWICK RD. SUP**
OWNER: JOEL FELT, TRUSTEE JOANNE MARKELL TRUST
DEVELOPER: FOCUS 3
6.991 ACRES
DISTRICT B01 , BLOCK 58, PARCEL 170
ZONING: C-H
BARTLETT, TENNESSEE
JUNE 2017
SHEET 1 of 1

SRCONSULTING, LLC
ENGINEERING – PLANNING
5909 Shelby Oaks Drive
Suite 200
Memphis TN 38134
901-373-0380
(fax) 373-0370
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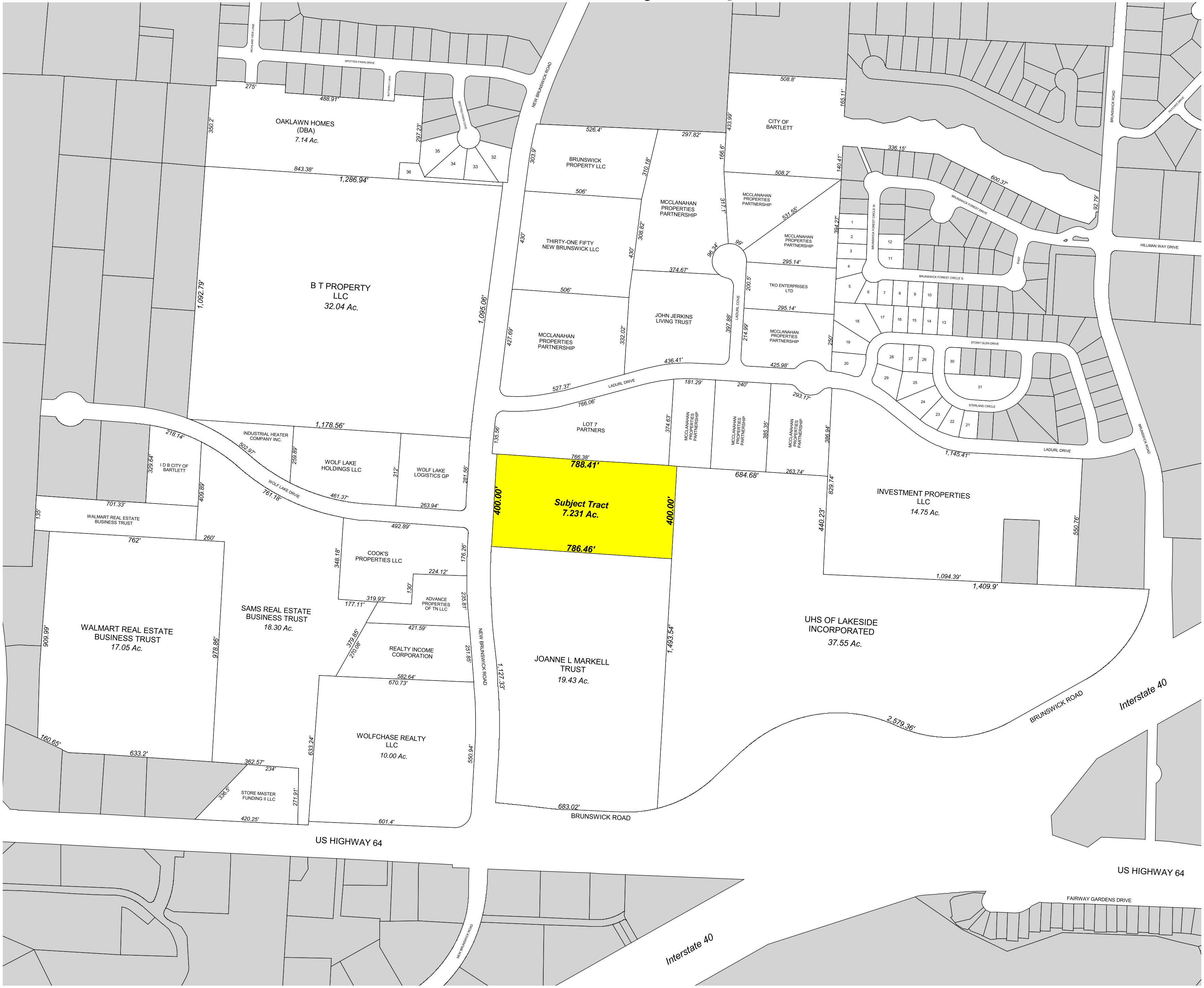
# Vicinity Map




Date: 05/29/17
Prepared By:

Attachment: 05-Vicinity Map (2195 : Res 33-17 SUP assisted living at new brunswick and brunswick)

**Board of Mayor and Aldermen**
6400 Stage Road
Bartlett, TN 38134

**SCHEDULED**

**AGENDA ITEM**

Meeting: 08/22/17 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

# Special seasonal event permit for Big Jim's pumpkins & Christmas tree sales.

**APPLICATION FOR SPECIAL EVENT**
**OFFICE OF**
**BARTLETT CODE ENFORCEMENT**
**6382 STAGE ROAD**
**BARTLETT TN 38134**
**901-385-6425**

6777 Stage Rd.
**Address**

38134
**Zip Code**

9/20/2017 - 12/20/2017
**Dates of the Event**

9 AM - 9 PM
**Hours of the Event**

Seasonal Sales: Christmas Tree + Pumpkins
**Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)**

Mark Boyd.
**Property Owner**

Jimmy Wade
**Special Event Permit Applicant**

Big Jim's Seasonal Sales
**Address of Applicant**

901 568-0505
**Phone Number**

**Fax Number**

**Check all items that apply:**

**For information call (901) 385-6425.**

____ **Letter of Permission**
____ **Insurance**
✓ **Tents (Fire Retardant letter included)**
✓ **Special Event Checklist**
✓ **Map**
✓ **Sign or Banner**

**$60.00** **Special Event Fee**
**$4.00** **Permit Issuing Fee**
6400 **Total**

Jimmy Wade
**Responsible Person**

8/13/2017
**Date**

****Notify building department 10 days prior to Special Event to be held unless it is a Public Attraction which requires approval from the Board of Mayor & Aldermen.****

**APPROVAL**

**This application is not a permit and grants no rights or privileges.**

Attachment: BIG JIM'S PUMPKIN & CHRISTMAS TREE SALES-2017 (2190 : Big Jim's Pumpkins & Christmas Trees)

# Special Event Checklist

**Event:** Seasonal Sales Christmas Trees & Pumpkins.
**Location:** 6777 Stage Rd.
**Dates:** 9/20/2016

**Type of special event:** (Check one.)

___ *Type 1: Noncommercial Events.* Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.

✓ *Type 2: Special Seasonal Events.* Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.

___ *Type 3: Commercial Events.* Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.

___ *Type 4: Public Attractions.* Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. **Requires approval by the Board of Mayor and Aldermen.**

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**Exempt events:** (If any of these apply, the special event is exempt from the permit requirement.)

___ *Public property.* Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.

___ *Public parks.* Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)

___ *City sponsorship.* Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.

✓ *Special use permit or site plan.* Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.

___ *Yard sales.* Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.

___ *Auctions/estate sales.* Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.

___ *Business deliveries.* Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.

___ *Certain solicitations.* Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.

___ *First Amendment activity.* The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.

___ *Political campaigning.* Campaigning for public office.

## Performance standards:

| | Sub-mitted ✓ or X | OK | N/A | | Comments |
|---|---|---|---|---|---|
| 1 | | ✓ | | *Location.* Special events that do not require the use of public right-of-way shall be conducted on private property in a **commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.** | |
| 2 | | ✓ | | For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable. | |
| 3 | | ✓ | | Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business. | |
| 4 | | ✓ | | *Land-use compatibility.* The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses. | |
| 5 | | ✓ | | The special event shall not impair the normal, safe and effective operation of a permanent use on the same site. | |
| 6 | | ✓ | | The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points. | |
| 7 | | ✓ | | *Compliance with other regulations.* All structures shall meet all applicable provisions of the Building Code. | |
| 8 | | ✓ | | Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense. | |

| | Sub-mitted ✓ or X | OK | N/A | | Comments |
|---|---|---|---|---|---|
| 9 | | ✓ | | *Hours of operation and duration.* The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F.<br>**Table V.27-1: Special Event Maximum Duration**<br>**Type of Special Event** — **Duration**<br>Type 1: Noncommercial — 30 days<br>Type 2: Special Seasonal — 90 days<br>Type 3: Commercial — 14 days<br>Type 4: Public Attractions — 14 days | 9/20/2017 — 12/20/2017 |
| 10 | | ✓ | | In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses. | |
| 11 | | ✓ | | *Frequency.* Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center. | |

| | Sub-mitted ✓ or X | OK | N/A | | Comments |
|---|---|---|---|---|---|
| 12 | | ✓ | | Type 3 outdoor sales at a specific location may be permitted only as follows:<br>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.<br>b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days.<br>c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period.<br>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together. | |
| 13 | | ✓ | | *Traffic circulation.* The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event. | |
| 14 | | | ✓ | *Street closings.* The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over. | |

| | Sub-mitted ✓ or X | OK | N/A | | Comments |
|---|---|---|---|---|---|
| 15 | | ✓ | | *Fire safety.* The fire department shall be consulted for the following requirements and inspection, as necessary.<br>a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event.<br>b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event.<br>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.<br>d. Fire extinguishers shall be available as determined by the Fire Chief.<br>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.<br>f. Tents shall comply with the Fire Code and applicable building codes.<br>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures. | |
| 16 | | ✓ | | *Off-street parking.* The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt. | |
| 17 | | ✓ | | *Public conveniences and litter control.* Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed. | |
| 18 | | ✓ | | *Nuisances.* The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution. | |

| | Sub-mitted ✓ or X | OK | N/A | | Comments |
|---|---|---|---|---|---|
| 19 | | ✓ | | *Area of parking lot dedicated to outdoor special events.*<br>a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure.<br>b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices. | |
| 20 | | ✓ | | *City services.* If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision. | |
| 21 | | ✓ | | *Insurance coverage.* Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event. | |

## Conditions

Conditions deemed necessary to ensure compatibility with adjacent land-uses and to minimize potential adverse impacts on nearby uses:

| | Required ✓ or X | N/A | | Comments |
|---|---|---|---|---|
| 22 | ✓ | | Limitations on signs. | |
| 23 | ✓ | | Temporary arrangements for parking and traffic circulation. | |
| 24 | ✓ | | Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event. | |
| 25 | ✓ | | Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics. | |
| 26 | ✓ | | The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval. | |
| 27 | ✓ | | The provision of traffic control or security personnel to ensure the public safety and convenience. | |
| 28 | ✓ | | Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event. | |

## Special event permit application, content and submission requirements

A complete application shall be submitted to the Permitting Official at least **ten (10) days prior** to the requested start date of any special event.

The application shall set forth and contain the following information:

| | Sub-mitted ✓ or **X** | OK | N/A | | Comments |
|---|---|---|---|---|---|
| 29 | ✓ | | | Name and address of the applicant. | |
| 30 | ✓ | | | Names and address of the owner of the premises on which the proposed event is to be held. | |
| 31 | ✓ | | | Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner. | |
| 32 | ✓ | | | Description of the site on which the proposed event is to be held. | |
| 33 | ✓ | | | Date of the proposed event. | |
| 34 | ✓ | | | A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event. | |
| 35 | ✓ | | | A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, out-door display areas, signs, streets, and property lines. | |
| 36 | | ✓ | | Location and number of proposed temporary public toilets. | |
| 37 | | ✓ | | Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City. | |
| 38 | | ✓ | | Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section. | |

## Special event permit - authorization by Permitting Official

Type 1, 2 and 3 special events (as defined in part B) may be issued a special event permit by the Permitting Official on the form provided by the City when all of the following conditions have been satisfied and continue to be met throughout the special event:

| | OK ✓ or X | N/A | | Comments |
|---|---|---|---|---|
| 39 | ✓ | | A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances. | |
| 40 | ✓ | | The application has been reviewed and approved in writing by the Code Enforcement, Fire, Police, and Public Works Departments for traffic control and other safety concerns. | |
| 41 | ✓ | | An electrical plan, if required for the special event, is approved by the Director of Code Enforcement. | |
| 42 | ✓ | | The Permitting Official determines the following: a. The special event will comply with the special event performance standards...; | |
| 43 | ✓ | | b. The special event will not endanger the public health, safety, or general welfare given the nature of the activity, its location on the site, and its relationship to parking and access points; | |
| 44 | ✓ | | c. The special event will not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter, or visual pollution; | |
| 45 | ✓ | | d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements. | |

Boyd & Sons Real Estate & Investment, Inc.
8487 Pleasant Ridge Road
Arlington, TN 38002
829-3289

Bartlett Code Enforcement

With Your Approval, I give Jimmy Wade permission to sell Pumpkins & Christmas Trees at the Stage Rd Plaza Shopping Center at 6743 Stage Rd. Bartlett, Tenn. 38134.

I appreciate your corporation. Thank You.

Sincerly,

Mark D Boyd

Mark D Boyd

Mark D Boyd

Mark D Boyd 8-14-17

WADEJAM-01

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/08/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McDonald Insurance LLC
5820 Stage Rd
Bartlett, TN 38134

CONTACT NAME:
PHONE (A/C, No, Ext): (901) 385-1234 FAX (A/C, No): (901) 388-9526
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Nationwide Mutual Insurance Company | 23787 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED

BIG JIM'S CHRISTMAS TREES
698 Royer Ct
Atlanta, GA 30342-1459

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY, PRO-JECT, LOC; OTHER: | | | ACPGLO5665249935 | 09/02/2017 | 09/02/2018 | EACH OCCURRENCE | $ 1,000,0 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,0 |
| | | | | | | | MED EXP (Any one person) | $ 5,0 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,0 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,0 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,0 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE; OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

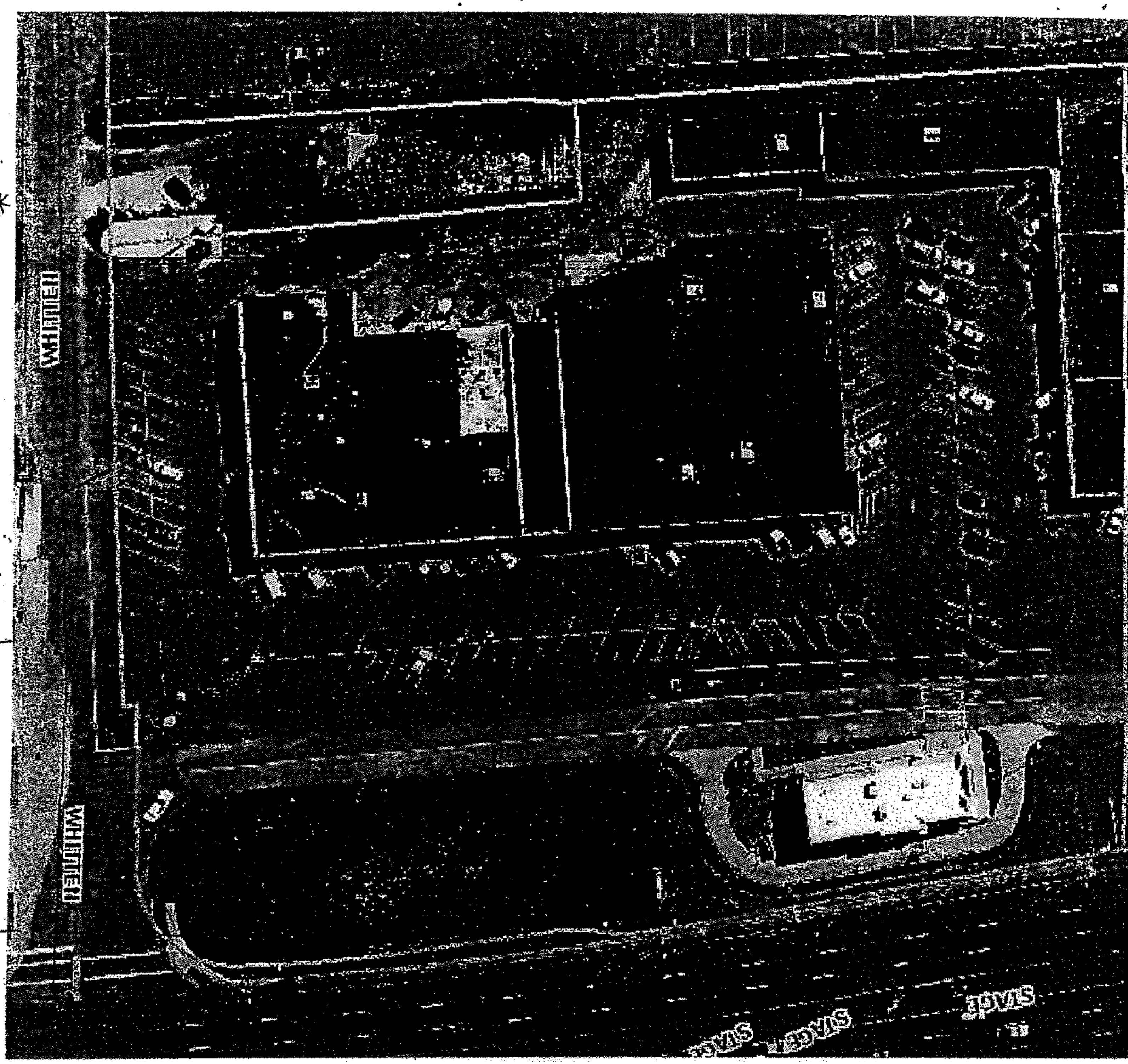
**CERTIFICATE HOLDER**

CITY OF BARTLETT
CODE ENFORCEMENT
6382 STAGE RD
Bartlett, TN 38134

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE




Snowman for children to enjoy only during Christmas Tree Season like we do every year.

3'x15" Banner*

Pumpkins

Christmas Trees

*Same as we use every year for appropriate event

Attachment: BIG JIM'S PUMPKIN & CHRISTMAS TREE SALES-2017 (2190 : Big Jim's Pumpkins & Christmas Trees) tentnology®

Tentnology® Co.
15427-56th Avenue
Surrey, British Columbia
Canada V3S 2A1

Tel: 604 597-8368
Fax: 604 597-8749
Toll Free (Canada & USA)
1-800-663-8368
Web Site: www.tentnology.com
Email: tent@tentnology.com

TO WHOM IT MAY CONCERN

## FLAME RETARDANCY

This is to certify that the fabric used to manufacture Tentnology® Marquee, Saddle Span, Mega 4x4 and Max Headroom tents and fabric structures satisfies the following specifications for flame retardancy:

ULC S109 M 1987
NFPA 701 Large Scale Test
State of California Fire Marshall
Underwriters Laboratory - Method 214
National Coal Board Specification 245/1961 for flame retardancy

Tentnology® tents with Tentnology original manufactured parts display the flame certificate on the label for the first two of these - S109 & NFPA 701.

Yours truly,
TENTNOLOGY CO.

PROFESSIONAL
PROVINCE OF
BRITISH COLUMBIA
ENGINEER

Tentnology.

## CERTIFICATE OF CONFORMANCE

This is to certify that 533 Yards

Of material Aeron 27 FP Black

Shipped to Scherba Industries

On Customer Order No. 8617 Conforms to the chemical

Analysis and physical properties of specification FAR 25.853 PAR. B

LOT # 96-607 MFG DATE: 7/9/96

Test Reports on file at FlexFirm Products, El Monte, California subject to examination at any time.

Date: 7/9/96 Signed: Juan Estrada

JUAN ESTRADA/TECHNICAL DIRECTOR

Sworn and subscribed before me this ______ day of ______ 19____

NOTARY PUBLIC

Attachment: BIG JIM'S PUMPKIN & CHRISTMAS TREE SALES-2017 (2190 : Big Jim's Pumpkins & Christmas Trees)

2/28/2015

**Board of Mayor and Aldermen**
6400 Stage Road
Bartlett, TN 38134

**SCHEDULED**

**AGENDA ITEM**

Meeting: 08/22/17 07:00 PM
Department: Parks and Recreation
Category: Proposal
Prepared By: Debbie Christopher
Department Head: Shan Criswell

# Annual Bartlett Kids Triathlon.

# City of Bartlett

RECREATION CENTER

A. Keith McDonald, *May*
Shan Criswell, *Parks Direct*
Michael Goldberg, *Facility Manag*

To: Mayor and Board of Aldermen
From: Michael Goldberg
CC: Shan Criswell SC
Date: 8/8/2017
Re: 16th Annual Bartlett Kid's Triathlon

---

The following information has been submitted to the appropriate personnel regarding the 16th Annual Bartlett Kid's Triathlon. The proposed date is Saturday, September 9, 2017. It will begin at 7:30am.

- Memorandum to both Police and Fire Dept securing EMS and patrolman
- Memorandum to Shan Criswell explaining all procedures for the event.
- Computer generated map of the event and bike course

As in the previous fifteen (15) years, the BRC will remain closed until 11:00am on the day of the event.

I anticipate great response and success to this year's event. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

Michael Goldberg

Michael Goldberg
Facility Manager
Bartlett Recreation Center
(901) 385-6470 - Office
(901) 385-6405 - Fax
mgoldberg@cityofbartlett.org

# City of Bartlett

RECREATION CENTER

A. Keith McDonald, *May*
Shan Criswell, *Parks Direct*
Michael Goldberg, *Facility Manag*

To: Shan Criswell
From: Michael Goldberg
CC: Mayor and Board of Aldermen
Date: 8/8/2017
Re: 16th Annual Bartlett Kid's Triathlon

---

To keep you informed on the status and flow of the Bartlett Kid's Triathlon, I have compiled this list for you:

- The proposed date is Saturday, September 9, 2017, 7:30am.
- Eligible age is 7-15 years of age. Junior Division is ages 7 – 10, Senior Division is ages 11 – 15.
- Senior division will begin first with the Junior division following. Once the last Senior has finished the bike portion of the event, the juniors begin. The sequence of the triathlon begins with the swim, followed by the bike course and finishing with the run. Total estimated for the actual race is two (2) hours. (Based on 125 participants. Actual race time could vary depending on the number of participants).
- An estimated number of (50) personnel consisting of volunteers and BRC staff will be utilized.
- **The Facility will be closed to the members until 11:00am. Notification will be given (1) month in advance. This is needed to ensure the safety of the participants, spectators, and staff.**
- Volunteers and Personnel will be located at water stations, along the run course, along the bike course, at every change in direction/intersection. There will be at least (6) personnel on "bike patrol" riding with the participants
- Residents along the course will be given notification of the event via a flyer.

The week of the event, the maintenance crew will "scalp" a path from the paved track to building in order to mark any possible trip hazards. Trip hazards will be marked with spray chalk or paint.

If you have any other questions or concerns please do not hesitate to ask.

Sincerely,

Michael Goldberg

Michael Goldberg
Facility Manager
Bartlett Recreation Center
(901) 385-6470 - Office
(901) 385-6405 - Fax
mgoldberg@cityofbartlett.org

# City of Bartlett

RECREATION CENTER

A. Keith McDonald, *May*
Shan Criswell, *Parks Direct*
Michael Goldberg, *Facility Manag*

To: Asst. Chief Danny Baxter

From: Michael Goldberg

CC: Mayor and Board of Aldermen; Shan Criswell

Date: 8/8/2017

Re: 16th Annual Bartlett Kid's Triathlon

---

I am writing to confirm a previous discussion regarding the use of (1) ambulance unit during the Bartlett Kid's Triathlon. The Bartlett Recreation Center hosts the event, with the bike and run course held "off-site" in close proximity to the facility.

I am also confirming the date to be Saturday, September 9, 2017 pending Mayor and Board approval. The event will begin at 7:30am and cannot begin until an EMS team is on-site. The first event will be the swim, in which a fully staffed team of certified lifeguards will be monitoring all participants.

Final maps of the course are attached for your viewing. Additional maps will be available to your paramedics upon arrival the day of the race.

If you have any questions or concerns, please feel free to contact me anytime. The Bartlett Recreation Center thanks you for your assistance in this event.

Sincerely,

Michael Goldberg

Michael Goldberg
Facility Manager
Bartlett Recreation Center
(901) 385-6470 - Office
(901) 385-6405 - Fax
mgoldberg@cityofbartlett.org

# City of Bartlett

RECREATION CENTER

A. Keith McDonald, *May*
Shan Criswell, *Parks Direct*
Michael Goldberg, *Facility Manag*



To: Inspector Jeff Cox

From: Michael Goldberg

CC: Mayor and Board of Aldermen; Shan Criswell

Date: 8/8/2017

Re: 16th Annual Bartlett Kid's Triathlon

---

Please accept this memo as confirmation of previous discussions. In regards to traffic control for the Bartlett Kid's Triathlon, assistance will be provided by the Police Department, Reservists and Patrolman and possibly the motorcycle division if available at that time.

I am also confirming the date to be Saturday, September 9, 2017; pending Mayor and Board approval. The event will begin at seven thirty in the morning (7:30 a.m.). Senior division will begin first, followed by the Junior division. Estimated time needed for traffic control should not exceed (2) two hours maximum.

Final maps of the course are attached for your viewing. Areas of utmost concern include the intersection of Flaherty and Appling where participants will enter onto Appling, Windersville and Germantown, and Brother and Germantown. Additional maps will be available to your patrol before race time.

If you have any questions or concerns, please feel free to contact me anytime. The Bartlett Recreation Center thanks you for your assistance in this event.

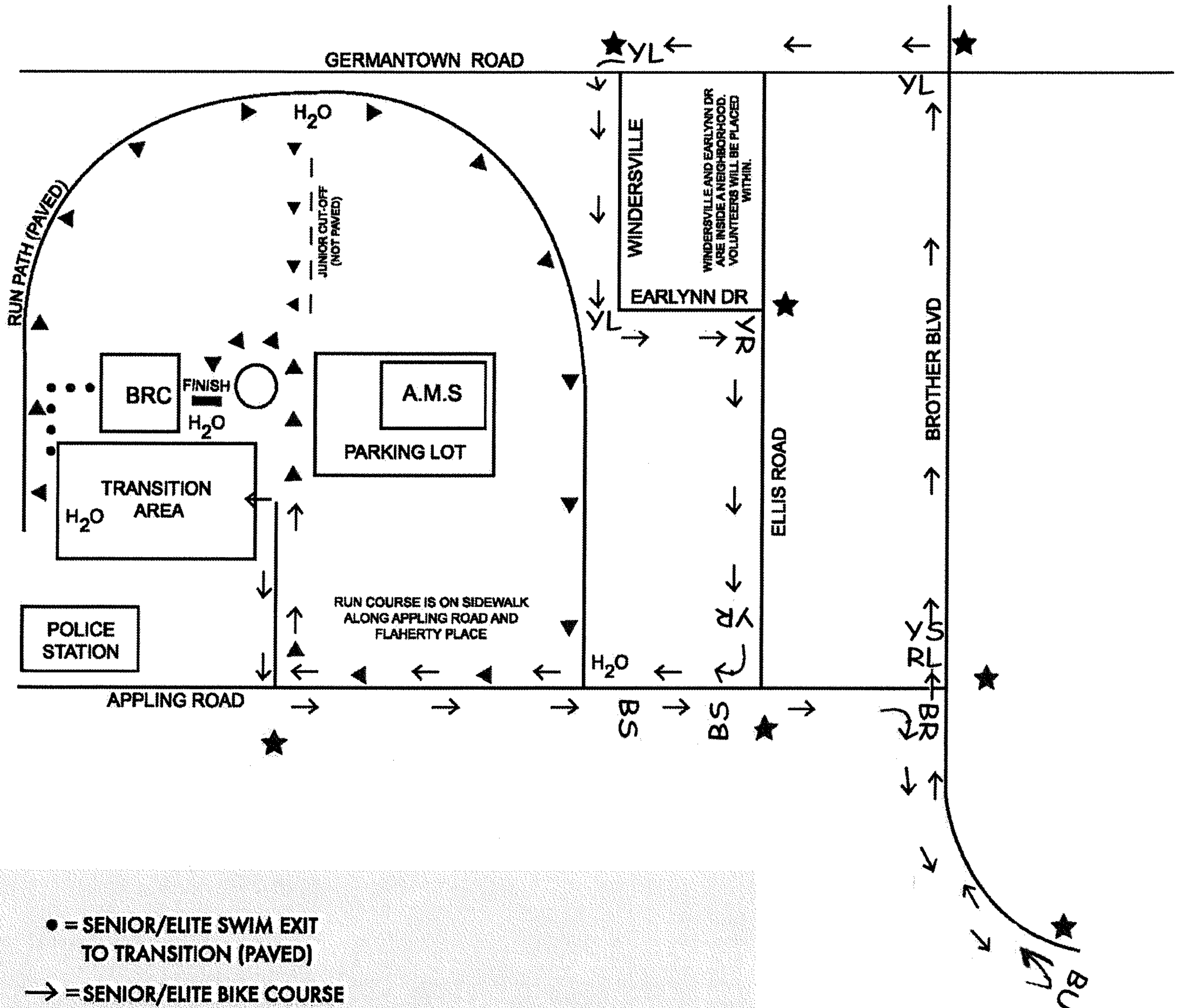
Sincerely,

Michael Goldberg

Michael Goldberg
Facility Manager
Bartlett Recreation Center
(901) 385-6470 - Office
(901) 385-6405 - Fax
mgoldberg@cityofbartlett.org

# Bartlett Kids Triathlon
## SENIOR RACE COURSE MAP

BS = Blue Straight
BR = Blue Right
BU = Blue U-Turn
RL = Red Left
YS = Yellow Straigh
YL = Yellow Left
YR = Yellow Right



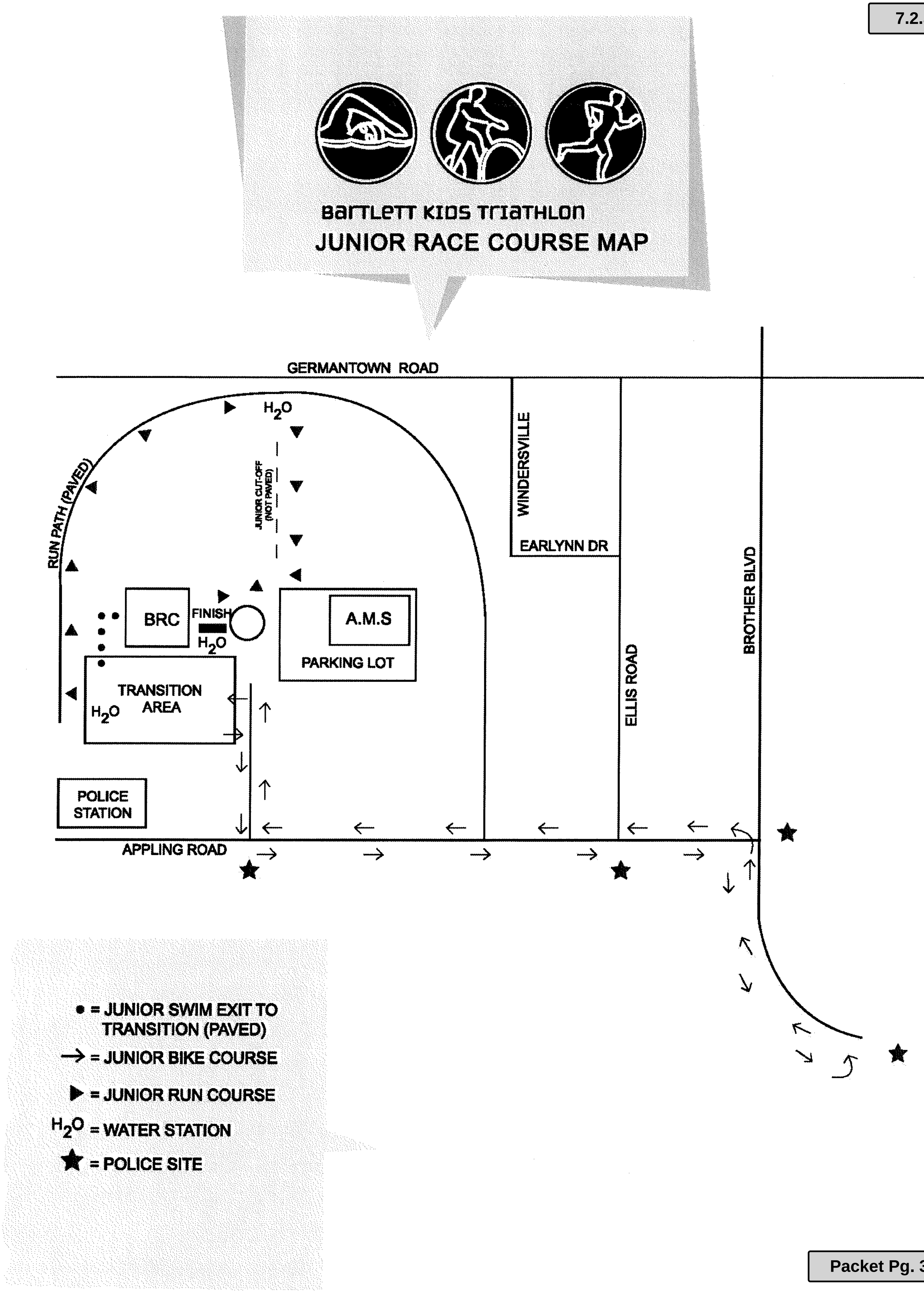

• = SENIOR/ELITE SWIM EXIT TO TRANSITION (PAVED)

→ = SENIOR/ELITE BIKE COURSE

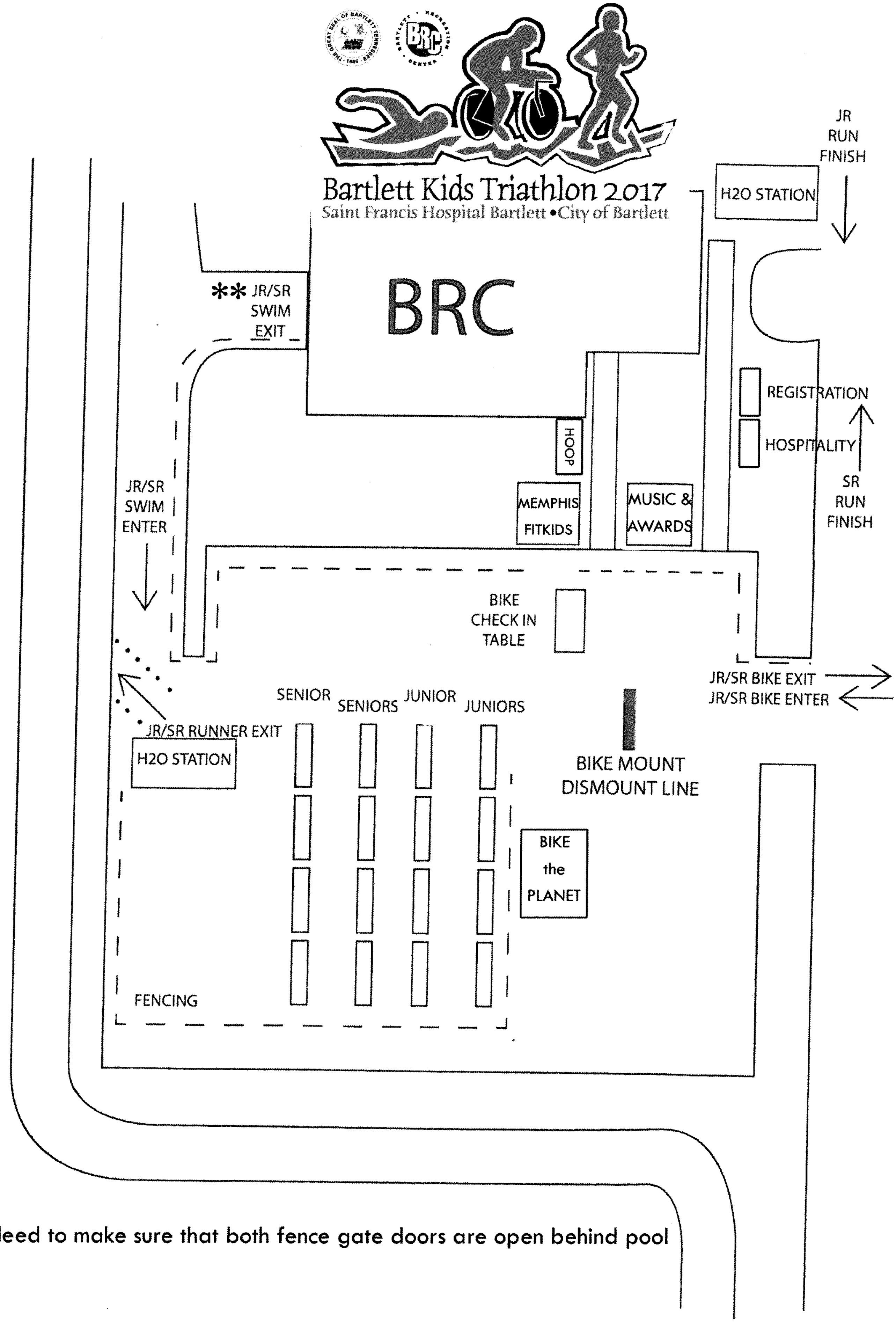
▶ = SENIOR/ELITE RUN COURSE

$H_2O$ = WATER STATION

★ = POLICE SITE



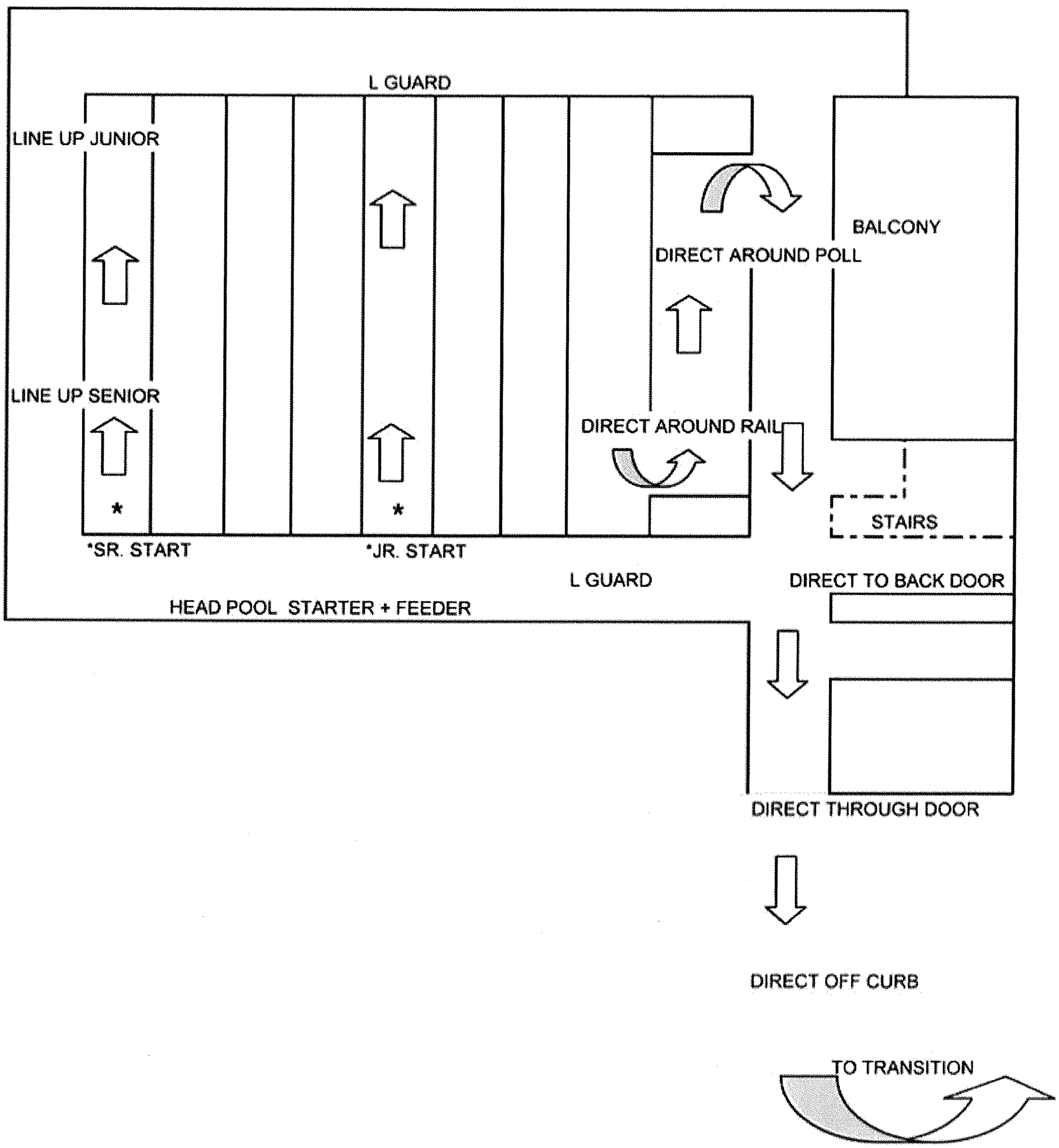

Attachment: 16th Annual Bartlett Kid's Triathlon-9-9-2017 (2183 : Annual Bartlett Kid's Triathlon)




**Need to make sure that both fence gate doors are open behind pool

Attachment: 16th Annual Bartlett Kid's Triathlon-9-9-2017 (2183 : Annual Bartlett Kid's Triathlon)

# BKT Pool Map


L GUARD
LINE UP JUNIOR
LINE UP SENIOR
*
*
*SR. START
*JR. START
L GUARD
HEAD POOL STARTER + FEEDER
DIRECT AROUND POLL
BALCONY
DIRECT AROUND RAIL
STAIRS
DIRECT TO BACK DOOR
DIRECT THROUGH DOOR
DIRECT OFF CURB
TO TRANSITION

**Board of Mayor and Aldermen**
6400 Stage Road
Bartlett, TN 38134

**SCHEDULED**

**AGENDA ITEM**

Meeting: 08/22/17 07:00 PM
Department: Finance
Category: Proposal
Prepared By: Dick Phebus
Department Head: Dick Phebus

# Reappraisal service fees.

To:
City of Bartlett
P.O. Box 341148
Bartlett, TN 38134-1148

Invoice#: DF 12033
Date: August 8, 2017

City of Bartlett prorated share of the FY 2014 – FY 2017 continuous property reappraisal cycle as calculated on the attached schedule.

Total city share of costs $201,935.00

| BATCH NO. | FUND | ORG. | ACCT |
|---|---|---|---|
| | 043 | 800410 | 4432 |

**Please return copy of Invoice with Remittance made payable to:**
SHELBY COUNTY GOVERNMENT
FINANCE DEPARTMENT
SUITE 800
160 N MAIN ST
MEMPHIS TN 38103

# REAPPRAISAL PROGRAM/CONTINUOUS CYCLE
## FISCAL YEARS 2014 - 2017

| | TOTAL REAPPRAISAL | (Actual) FY14 | (Actual) FY15 | (Actual) FY16 | (Actual) FY17 |
|---|---|---|---|---|---|
| Salaries | 4,152,806 | 1,033,903 | 1,011,867 | 1,042,392 | 1,064,644 |
| Other Compensation | 66,989 | 7,707 | 6,581 | 21,719 | 30,982 |
| Fringe Benefits | 1,710,655 | 456,715 | 421,181 | 405,475 | 427,284 |
| Supplies | 15,496 | 1,584 | 4,523 | 9,389 | 0 |
| Services | 227,297 | 14,434 | 11,081 | 10,080 | 191,702 |
| Professional and Contracted Services | 20,933 | 4,000 | 0 | 11,013 | 5,920 |
| Rent, Utilities and Maintenance | 252,612 | 56,680 | 69,000 | 59,720 | 67,212 |
| Interfund Services | 27,792 | 2,685 | 6,791 | 10,183 | 8,133 |
| Asset Acquisitions | 0 | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **6,474,580** | **1,577,708** | **1,531,024** | **1,569,971** | **1,795,877** |
| **Amount billable (50%)** | **$ 3,237,290** | **$ 788,854** | **$ 765,512** | **$ 784,986** | **$ 897,939** |

| **Amount to be Billed to Municipalities Based on number of parcels for that year** | **TOTAL to be invoiced** | | | | |
|---|---|---|---|---|---|
| Arlington | **44,759** | 10,693 | 10,503 | 10,923 | 12,640 |
| Bartlett | **201,935** | 49,195 | 47,832 | 48,893 | 56,015 |
| Collierville | **158,707** | 38,282 | 37,399 | 38,552 | 44,474 |
| Germantown | **142,799** | 34,725 | 33,707 | 34,692 | 39,675 |
| Lakeland | **46,238** | 11,265 | 10,972 | 11,223 | 12,778 |
| Memphis | **2,249,230** | 547,107 | 532,523 | 545,955 | 623,645 |
| Millington | **41,021** | 10,038 | 9,776 | 9,967 | 11,240 |
| Unincorporated (County cost not billed) | **-** | - | - | - | - |
| **TOTAL** | **$ 2,884,689** | **$ 701,305** | **$ 682,712** | **$ 700,205** | **$ 800,467** |

**Board of Mayor and Aldermen**
6400 Stage Road
Bartlett, TN 38134

Meeting: 08/22/17 07:00 PM
Department: Finance
Category: Bid
Prepared By: Dick Phebus
Department Head: Dick Phebus

**SCHEDULED**

**AGENDA ITEM**

# Proposal for janitorial services for the Bartlett Library.

On July 7, 2017 an ad for Request for Proposals was placed in *The Daily News.* On Friday July 14, 2017 (13) vendors showed up at the mandatory pre-proposal meeting. On July 21, 2017 the City of Bartlett received nine proposals, which were opened at City Hall.

Proposals were received from the following companies:

| Company | Composite score | Bid Amount |
|---|---|---|
| Allegiant | 62.67 | $28,600.00 |
| Elite | 93.33 | $29,380.00 |
| Enviro | 32.33 | $29,556.00 |
| LadyLuv | 83.33 | $26,000.00 |
| Mason's | 81.00 | $49,504.00 |
| Memphis Carpet | 66.33 | $78,624.00 |
| Office Keepers | 54.67 | $59,500.00 |
| Payton's | 53.33 | $32,640.00 |
| Service Master | 39.33 | $40,594.00 |

We recommend the bid for seven days a week service after hours be awarded to Elite Service Group for a total price of $29,380.00. This vendor has the highest composite score, and the second lowest price.

Funds are available in Account 110.41480.176.

Thank you for your consideration.

**Board of Mayor and Aldermen**
6400 Stage Road
Bartlett, TN 38134

**SCHEDULED**

**AGENDA ITEM**

Meeting: 08/22/17 07:00 PM
Department: Fire
Category: Bid
Prepared By: Cindy Barnett
Department Head: Terry Wiggins

# Bid for one ambulance.

On July 7, 2017 an ad was placed in *The Daily News.* On July 27, 2017 the City of Bartlett received three bids, which were opened at City Hall. One bid did not meet bid specifications. The remaining bids are listed below.

Bids were received from the following companies:

| | |
|---|---|
| Demers | $187,405.00 |
| Wheeled Coach | $189,586.00 |
| | |

We recommend the bid be awarded to Demers for a total price of $187,405.00.

Funds are available in Account 311.48311.785.25618.

Thank you for your consideration.

**Board of Mayor and Aldermen**
6400 Stage Road
Bartlett, TN 38134

**SCHEDULED**

**AGENDA ITEM**

Meeting: 08/22/17 07:00 PM
Department: Parks and Recreation
Category: Bid
Prepared By: Debbie Christopher
Department Head: Shan Criswell

# Bid for four zero-turn mowers.

On July 20, 2017, an ad was placed in *The Daily News*. On August 10, 2017, the City of Bartlett received 10 bids, which were opened at City Hall.

The bid tabulation sheet is below.

We recommend the bid be awarded to Bartlett Small Engines for a total price of $51,250.00.

Funds are available in Accounts 311.48311.785.50718 for Parks Maintenance ($39,050.00) and 11044400.939 for Parks Schools Maintenance ($12,200.00).

Thank you for your consideration.

# BID RESPONSE SHEET

**SB FY2018-07-012 ZERO TURN MOWERS**
**DUE 8/10/2017 AT 2:00 P.M.**

| | COMPANY/BIDDER | SUBTOTAL | SCHOOL UNIT $ | TOTAL BID AMOUNT | MODEL # | NOTES |
|---|---|---|---|---|---|---|
| | **SORTED LOW TO HIGH SUBTOTAL** | | | | | |
| | LADD'S | 30,409.16 | 11,427.04 | 41,836.20 | DIXIE CHOPPER X-CALIBER 3674BR | Slower blade speed, no mulch kit |
| | TENNESSEE TRACTOR | 32,000.00 | 12,500.00 | 44,500.00 | JOHN DEERE Z970R | slower engine speed, wrong blades, no mulch kit |
| | BARTON | $33,600.00 | $10,500.00 | $44,100.00 | EXMARK LZXE751GXA724A1 | slower engine speed |
| | STATELINE TURF | 34,660.60 | 10,165.15 | 44,825.75 | JOHN DEERE Z960M | slower engine speed |
| | WOOTEN - #1 | 38,156.00 | 12,539.00 | 50,695.00 | EXMARKLZX980EKC726TO | smaller engine - not enough HP |
| | STATELINE TURF - Alternate | 38,608.00 | 11,152.00 | 49,760.00 | EXMARK LZX921GKA72600 | slower engine speed |
| | **BARTLETT SMALL ENGINES** | **$39,050.00** | **$12,200.00** | **$51,250.00** | **HUSTLER HYPER DRIVE SUPER Z 93490** | **Meets all specs** |
| | WOOTEN - Alternate | 45,872.00 | 14,468.00 | 60,340.00 | KUBOTA ZD1211L-72 | |
| | BARTON - Alternate # 1 | $49,200.00 | $14,400.00 | $63,600.00 | KUBOTA ZD1211C-72 | |
| | BARTON - Alternate # 2 | $57,200.00 | $16,402.00 | $73,600.00 | EXMARK LZ5902DKU72R00 | |

# CITY OF BARTLETT

*FINANCE DEPARTMENT*
*6400 STAGE ROAD*
*BARTLETT, TENNESSEE 38134*

**A. Keith McDonald, Mayor**
**Mark Brown, Chief Administrator Officer**
**Dick Phebus, Finance Director**
**Shan Criswell, Parks and Recreation Director**

## REQUEST FOR SEALED BIDS

**SB # FY2018-07-012**

**DUE: Thursday, August 10, 2017, no later than 2:00 p.m. (CST)**

## ZERO TURN MOWERS

## PARKS AND RECREATION

The City of Bartlett, Parks and Recreation Department is seeking bids to purchase (4) four Zero Turn Mowers with trade-in allowance as per the following bid specifications.

ZERO TURN MOWERS
FY2018-07-012
DUE: August 10, 2017

## NOTICE TO BIDDERS

*A pre-bid conference will be held on Thursday, July 27, 2017 at 8:30 a.m. (CST) at City of Bartlett Maintenance shop, 3179 North Germantown Road, Bartlett, TN 38133. It is highly recommended that all interested bidders attend this meeting in order to view and inspect the three (3) Grasshopper Mowers for an accurate trade-in value. If you plan to attend, please provide a company name, representative and contact number via email to Debbie Cairncross, Purchasing Agent, at dcairncross@cityofbartlett.org to confirm your attendance. A confirmation email will be returned with additional information concerning the conference.*

Bid responses are to be received no later than **2:00 P.M. on Thursday, August 10, 2017.** All packets, with an original and two copies must be labeled **"FY2018-07-012 "ZERO TURN MOWERS"** and addressed as follows:

**Mayor A. Keith McDonald**
**City of Bartlett**
**6400 Stage Rd.**
**Bartlett, TN 38134**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process and is an equal opportunity employer. If further information is desired, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or email dcairncross@cityofbartlett.org

***Please quote prices on attached bid sheet.***

We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivery as specified.

These prices are submitted with a declaration that no Bartlett Aldermen or Employee has a financial or beneficial interest in this transaction.

BARTLETT SMALL ENGINES
NAME OF FIRM

wecare@b-s-e.com
EMAIL

6780 Summer Ave. Bartlett TN 38134
ADDRESS

901-386-9779
PHONE

Garry L. Morrison
AUTHORIZED REPRESENTATIVE

8/9/17
DATE



Attachment: Bid tabulation and specs (2185 : bid for Zero Turn Mowers)

ZERO TURN MOWERS
FY2018-07-012
DUE: August 10, 2017

## INTENT

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit proposals for **(4) four new and unused Zero Turn Mowers with a trade-in allowance.**

## STATEMENT OF INTENT – EQUALITY AND FAIRNESS

The City of Bartlett will not discriminate against any individual of any reason and will provide services to all citizens in a nondiscriminatory fashion. It is the intent of the city to fully comply with the provision of Title VI and Title VII of the Civil Rights Act of 1964. The City is committed to a moral, ethical, and legal responsibility to ensure equitable employment practices and the delivery of city services regardless of an individual's race, color, religion, national origin, age, disability, gender or political affiliation.

## GENERAL SPECIFICATIONS

These specifications are intended as minimum requirements. However, it is recognized that each manufacturer has special features that make his equipment unique. Therefore, all bids will be considered, but every bidder must state, in detail, where his product fails to meet these specifications. Unless otherwise stated, these specifications are not intentionally written to favor any one manufacturer, and are only for the purpose of indicating generally the type of work required of said bid items. It is the intention of the City to purchase quality products and not necessarily the products with the lowest initial cost.

1. All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
2. Bidder shall include the Compliance check list, along with the signed pricing sheet and the signed and notarized Public Acts 109 form (page 8). **Note: An original, clearly marked, and two copies shall be included in the bid package. Bidder must check each line item as to compliance and/or offer. Failure to submit compliance sheets may be grounds for rejection of bid.**
3. All prices are to be firm for **180** days from bid due date.
4. The City reserves the right to reject any and all bids.
5. The bid shall state the manufacturer's warranty, along with owner's manuals.
6. An Award Letter and purchase order will be issued to the successful vendor.
7. All charges for transportation and unloading are to be pre-paid by the successful bidder, and are not the responsibility of the City of Bartlett.
8. Equipment delivered as a result of the award of this bid shall be a current year model, new and unused.
9. All equipment is to be delivered F.O.B. to the **City of Bartlett Fleet Services, 3583 Altruria Road, Bartlett, TN 38135.**

*Note: Bidder may include any additional information or brochures on equipment being presented in the bid package.*

ZERO TURN MOWERS
FY2018-07-012
DUE: August 10, 2017

## DETAILED SPECIFICATIONS

Mower Description – (4) Required: New and unused, current model Zero Turn Mowers. These specifications are minimum requirements; quotes must be equal or better than items listed. Specifying Hustler Super Z Hyperdrive, model # 934950 or equal

| DESCRIPTION | COMPLIANCE ANSWER YES | NO | OFFER |
|---|---|---|---|
| **Dimensions** | | | |
| • Height with Roll-over Protection Up – 71.5" | ✓ | | |
| • Height with Roll-over Protection Down – 54" | ✓ | | |
| • Length – 84.5" | ✓ | | |
| • Width with Chute Up – ~~66"~~ 78" | ✓ | | |
| • Overall weight – 1745 pounds or equal | ✓ | | |
| **Engine** | | | |
| • Vanguard 37 HP, air cooled | ✓ | | |
| • Heavy-duty, canister type air cleaner | ✓ | | |
| • Fuel tank capacity – 12 gallon | ✓ | | |
| **Drive System** | | | |
| • Dual Hydrostatic | ✓ | | |
| • Danfoss DDc-20 Pumps or equal | ✓ | | |
| • Parker TG280 Wheel Motors | ✓ | | |
| • Stainless Steel Parker Seal Loc Hydraulic Lines | ✓ | | |
| • Oil Cooler with 9" Fan Hydraulic Cooling | ✓ | | |
| • Three (3) gallon Reservoir Capacity | ✓ | | |
| • 16 MPH Speed | ✓ | | |
| • Automatic Brakes | ✓ | | |

GM
Initials



Attachment: Bid tabulation and specs (2185 : bid for Zero Turn Mowers)

ZERO TURN MOWERS
FY2018-07-012
DUE: August 10, 2017

**DESCRIPTION**

| | COMPLIANCE ANSWER YES | NO | OFFER |
|---|---|---|---|
| **Decks** | | | |
| • Side Discharge | ✓ | | |
| • Construction – welded steel, | ✓ | | |
| • Cutting Width - 72" | ✓ | | |
| • Height - Adjustable from 1" to 5.5" | ✓ | | |
| • Depth of 5.5" | ✓ | | |
| • Foot Operated Deck Lift | ✓ | | |
| • Blades - Three (3) blades, 24.5" x 3.0" .25" | ✓ | | |
| • Blade tip Speed of 18,630 FPM | ✓ | | |
| • Spindles – ductile cast iron with steel shaft and sealed Ball bearing | ✓ | | |
| • Spindle Mounts – reinforced 11 gauge doubler plus 7 gauge Steel tripler | ✓ | | |
| • Deck Belt | ✓ | | |
| • Drive – electric PTO clutch type | ✓ | | |
| • Impact/Trim Areas – 1.5" x .375" steel bar protector | ✓ | | |
| **Construction** | | | |
| • Frame – 1.5" x 3.0" x .187" steel or equal | ✓ | | |
| • Front Caster Wheels – mounted with sealed ball bearings | ✓ | | |
| • Front Caster Forks – fabricated ½" steel | ✓ | | |
| • Roll-Over Protection System (ROPS)– foldable | ✓ | | |
| • Seat – bolstered full-suspension | ✓ | | |
| • Seat Belt and latch | ✓ | | |
| • Operator Presence Controls (OPC) | ✓ | | |
| • Parking Brake | ✓ | | |

GM
Initials

ZERO TURN MOWERS
FY2018-07-012
DUE: August 10, 2017

| DESCRIPTION | COMPLIANCE ANSWER YES | NO | OFFER |
|---|---|---|---|
| **Tires** | | | |
| • Drive Tires - 26" x 12-12" | ✓ | | |
| • Front Caster Tires (Run Flat) 13" x 6.5" – 6 | ✓ | | |
| **Additional Equipment** | | | |
| • Blades, (8) Extra Sets, two for each mower | ✓ | | |
| • Belts – (8) Extra, two for each mower | ✓ | | |
| • Mulch Kit, (4) each, one per mower | ✓ | | |

**TRADE-INS:**

- (2) Grasshopper, 2015, 335B-72 — Vin # 6612489 and 6612490
- (1) Grasshopper, 2015, EGH325D-72 — Vin # 6510057

**WARRANTY**

State warranty to cover all furnished and installed equipment
Provide name and location of nearest warranty and parts provider and hours of operations

*ALL WARRANTY INFORMATION TO BE PROVIDED UPON DELIVERY OF VEHICLE.*

**OWNERS MANUALS** - Furnish **All** Manuals – operational and parts

**DELIVERY** - Equipment, invoice and all documents pertinent to the vehicle shall be delivered to:

*City of Bartlett Fleet Services*
*3583 Altruria Road*
*Bartlett, TN 38135*

End of Specifications

GM
Initials

# CITY OF BARTLETT

6400 STAGE ROAD BARTLETT, TENNESSEE 38134

**A. Keith McDonald, Mayor**
**Mark Brown, Chief Administrator Officer**
**Dick Phebus, Finance Director**
**Shan Criswell, Parks and Recreation Director**

## ZERO TURN MOWERS

BID NUMBER: FY2018-08-012

## ADDENDUM 1

Issued July 27, 2017

***A pre-bid conference was held on Thursday, July 27, 2017 at 8:30 a.m. (CST) at City of Bartlett Maintenance Shop, 3179 North Germantown Road, Bartlett, TN 38133. Six vendors attended, Bartlett Small Engines, Barton Equipment, Bob Ladd, Stateline Turf, Tennessee Tractor and Wooten Tractor.***

The following clarifications and changes shall be made a part of the Contract Documents:

CHANGE: Dimensions – Should read: Width with Chute Up ~~66"~~ 72"

**Replace the Bid Pricing Sheet with the attached sheet.**

All bid specifications remain the same. Due Date: August 10, 2017

ZERO TURN MOWERS
FY2018-07-012
DUE: August 10. 2017

# BID PRICING SHEET

*(One original, clearly marked, and two copies, must include the specification check list and the Public Acts 109 form)*

**"ZERO TURN MOWERS"**

Specify make and model: Hustler HyperDrive Super Z 934450

$ 12,200.00 Each (4) X 4 $ 48,800.00 Total Mower Price

$ 3250.00 Trade-in Each (3) X 3 Less ($ 9750.00) Total Trade-in Allowance

$ 39,050.00 **Sub-Total**

$ 12,200.00 Each (1) (no trade-in allowance) X 1 $ 12,200.00 Total Mower Price

**Total Bid** $ 51,750.00

Time required for delivery: 14 days.

**NOTE: BID PRICING TO BE FIRM FOR 180 DAYS, WITH AN OPTION TO PURCHASE ADDITIONAL VEHICLES WITHIN ONE YEAR FROM BID DUE DATE AT THE SAME PRICE**

BARTLETT SMALL ENGINES
NAME OF FIRM

wecare@b-s-e.com
Email

Garry L. Morrison
Authorized Representative (Typed or Printed)

901-386-9779
Phone Number

Garry Morrison
Authorized Representative Signature

8/9/17
Date

ZERO TURN MOWERS
FY2018-07-012
DUE: August 10, 2017

# PUBLIC ACTS 109

*"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."*

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: http://tnsos.org/acts/ PublicActs.109.php.

Print Name GARRY MORRISON
Signed Garry Morrison
Title OWNER

Subscribed and sworn before me this 10 day of August, 2017.

Signed LaFadio Taylor Print Name LaFadio Taylor

Title Notary

My commission expires: My Commission Expires May 1, 2021, 20

LAFADIO T TAYLOR
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.

**Board of Mayor and Aldermen**
6400 Stage Road
Bartlett, TN 38134

**SCHEDULED**

**AGENDA ITEM**

Meeting: 08/22/17 07:00 PM
Department: Engineering
Category: Contract
Prepared By: John Horne
Department Head: John Horne

# Bid for Shadowlawn Road Sewer Project, Phase 2A.

The Shadowlawn Road Sewer Project Phase 2A was advertised in *The Daily News* on June 28, 2017. The contractors that picked up Bid Documents are as follows:

| |
|---|
| Argo Construction |
| B & C Construction |
| D & E Construction |
| Delgado Construction |
| Enscor, LLC. |
| Marbury Construction |

On July 20, 2017 the City received six bids for the construction of the Shadowlawn Road Sewer Project Phase 2A. The apparent low bidder, D & E Construction, submitted a total base bid of **$231,540.00**. Based on the bid prices submitted, the Engineering Department recommends awarding this contract to D & E Construction in the **base bid** amount of **$231,540.00,** plus an additional amount of **$25,000.00** for items that may need to be added during construction for a total not to exceed **$256,540.00**. D & E Construction has performed work for the City of Bartlett on other projects. Funding is available in Account 312.48312.780.8114.

| **Bidder** | **Total Base Bid** |
|---|---|
| Argo Construction | $232,945.00 |
| B & C Construction | $340,500.00 |
| D & E Construction | $231,540.00 |
| Delgado Construction | $376,400.00 |
| Enscor, LLC. | $236,500.00 |
| Marbury Construction | No bid |
| | |

The bid plans, book, and tabulation are below.

| SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2A | | | | ARGO | | B&C CONSTRUCTION | | D & E CONSTRUCTION | | ENSCOR, LLC | | DELGADO CONSTRU | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description | Unit | Quantity | Estimated Unit Price | Estimated Total | Estimated Unit Price | Estimated Total | Estimated Unit Price | Estimated Total | Estimated Unit Price | Estimated Total | Estimated Unit Price | Estimated Total |
| 1 | Mobilization | LS | 1 | $8,600.00 | $8,600.00 | $10,000.00 | $10,000.00 | $10,000.00 | $10,000.00 | $7,500.00 | $7,500.00 | $4,000.00 | $4,000.00 |
| 2 | Clearing & Grubbing | LS | 1 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $10,000.00 | $10,000.00 | $10,000.00 | $10,000.00 | $5,000.00 | $5,000.00 |
| 3 | Traffic Control | LS | 1 | $5,000.00 | $5,000.00 | $10,000.00 | $10,000.00 | $4,200.00 | $4,200.00 | $5,000.00 | $5,000.00 | $2,500.00 | $2,500.00 |
| 4 | Erosion Control--Type C Fence with metal posts | LF | 1,800 | $2.65 | $4,770.00 | $5.00 | $9,000.00 | $4.50 | $8,100.00 | $4.50 | $8,100.00 | $5.00 | $9,000.00 |
| 5 | Rock Check Dam | EA | 3 | $410.00 | $1,230.00 | $750.00 | $2,250.00 | $800.00 | $2,400.00 | $250.00 | $750.00 | $600.00 | $1,800.00 |
| 6 | 8” Sanitary Sewer Pipe (6’-8’ Deep) SDR 26 PVC Gravity Sewer | LF | 650 | $21.00 | $13,650.00 | $20.00 | $13,000.00 | $23.00 | $14,950.00 | $28.00 | $18,200.00 | $65.00 | $42,250.00 |
| 7 | 8” Sanitary Sewer Pipe (8’-10’ Deep) SDR 26 PVC Gravity Sewer | LF | 550 | $22.00 | $12,100.00 | $22.00 | $12,100.00 | $26.00 | $14,300.00 | $35.00 | $19,250.00 | $70.00 | $38,500.00 |
| 8 | 8” Sanitary Sewer Pipe (10’-12’ Deep) SDR 26 PVC Gravity Sewer | LF | 350 | $23.00 | $8,050.00 | $25.00 | $8,750.00 | $29.00 | $10,150.00 | $40.00 | $14,000.00 | $75.00 | $26,250.00 |
| 9 | 8" Sanitary Sewer Pipe SDR 26 PVC Gravity Sewer installed by directional bore | LF | 200 | $90.00 | $18,000.00 | $200.00 | $40,000.00 | $62.00 | $12,400.00 | $110.00 | $22,000.00 | $95.00 | $19,000.00 |
| 10 | 4’ Diameter Sewer Manholes (0’-6’ w/Rim & Cover) | Each | 7 | $3,600.00 | $25,200.00 | $2,200.00 | $15,400.00 | $2,200.00 | $15,400.00 | $2,200.00 | $15,400.00 | $3,200.00 | $22,400.00 |
| 11 | 4’ Diameter Extra Depth Sewer Manholes | VF | 25 | $140.00 | $3,500.00 | $200.00 | $5,000.00 | $180.00 | $4,500.00 | $200.00 | $5,000.00 | $120.00 | $3,000.00 |
| 12 | 6” SDR 26 Complete Sewer Service & Stand Pipe (Open Cut) | Each | 8 | $1,500.00 | $12,000.00 | $500.00 | $4,000.00 | $750.00 | $6,000.00 | $1,000.00 | $8,000.00 | $1,500.00 | $12,000.00 |
| 13 | 6” SDR 26 Complete Sewer Service & Stand Pipe (Directional Bore) | LF | 290 | $85.00 | $24,650.00 | $150.00 | $43,500.00 | $52.00 | $15,080.00 | $60.00 | $17,400.00 | $90.00 | $26,100.00 |
| 14 | TREE--White Dogwood (2"-2 1/2 " CALIBER)--TRACT NO. 5 | EA | 2 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $350.00 | $700.00 | $0.00 | $0.00 |
| 15 | TREE--Cherry (2"-2 1/2 " CALIBER)--TRACT NO. 5 | EA | 2 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $350.00 | $700.00 | $0.00 | $0.00 |
| 16 | Class “C” Riprap with filter fabric for Open Cut Drainage Ditch Crossing and for permanenmt repair of drainage ditch (Sta. 20+20) | TON | 300 | $46.50 | $13,950.00 | $75.00 | $22,500.00 | $40.00 | $12,000.00 | $40.00 | $12,000.00 | $70.00 | $21,000.00 |
| 17 | #57 Stone for Undercut Bedding | TON | 500 | $10.00 | $5,000.00 | $40.00 | $20,000.00 | $32.00 | $16,000.00 | $7.00 | $3,500.00 | $40.00 | $20,000.00 |
| 18 | CR-610 Crushed Limestone for Driveway Repair | TON | 600 | $10.00 | $6,000.00 | $40.00 | $24,000.00 | $35.00 | $21,000.00 | $30.00 | $18,000.00 | $35.00 | $21,000.00 |
| 19 | Asphalt Driveway Repair—(2” thick minimum) | TON | 200 | $10.00 | $2,000.00 | $100.00 | $20,000.00 | $100.00 | $20,000.00 | $50.00 | $10,000.00 | $140.00 | $28,000.00 |
| 20 | Seeding & Mulching, Temporary and/or Permanent | SY | 6,000 | $0.50 | $3,000.00 | $0.50 | $3,000.00 | $0.19 | $1,140.00 | $0.35 | $2,100.00 | $2.00 | $12,000.00 |
| 21 | Sod | SY | 6,000 | $3.50 | $21,000.00 | $4.00 | $24,000.00 | $3.50 | $21,000.00 | $3.50 | $21,000.00 | $4.50 | $27,000.00 |
| 22 | Tract 6 & 7: White Wooden Fence with Hog Wire an Barbed Wire | LS | 1 | $10,000.00 | $10,000.00 | $14,000.00 | $14,000.00 | $7,100.00 | $7,100.00 | $2,000.00 | $4,000.00 | $5,000.00 | $5,000.00 |
| 23 | Septic Tank Field Line Repair/Replacement | LF | 300 | $20.00 | $6,000.00 | $20.00 | $6,000.00 | $1.00 | $300.00 | $3.00 | $900.00 | $45.00 | $13,500.00 |
| 24 | Concrete Swale for Tract #5 | LS | 1 | $3,600.00 | $3,600.00 | $5,000.00 | $5,000.00 | $2,500.00 | $2,500.00 | $3,500.00 | $3,500.00 | $7,500.00 | $7,500.00 |
| 25 | Construction Entrance | EA | 3 | $1,215.00 | $3,645.00 | $2,500.00 | $7,500.00 | $1,000.00 | $3,000.00 | $1,500.00 | $4,500.00 | $2,200.00 | $6,600.00 |
| 26 | Core Drill Connection to Existing SMH | LS | 2 | $1,000.00 | $2,000.00 | $750.00 | $1,500.00 | $10.00 | $20.00 | $2,500.00 | $5,000.00 | $1,500.00 | $3,000.00 |
| SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2A | | | | | **$232,945.00** | | **$340,500.00** | | **$231,540.00** | | **$236,500.00** | | |

P:\PW\PWEng\1 ENGINEERING\2017.012 SHADOWLAWN SEWER PROJECT PH 2A\BID\BID BOOKLET MISC\SHADOWLAWN SEWER PROJECT PHASE 2A BID TAB RESULTS

Attachment: SHADOWLAWN SEWER PROJECT PHASE 2A BID TAB RESULTS (2187 : Shadowlawn Road

Board of Mayor and Aldermen
6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 08/22/17 07:00 PM
Department: Planning and Economic Development
Category: Report
Prepared By: Sam Harris
Department Head: Kim Taylor

# Planning Commission report for August 2017.

**NEW BUSINESS**
**Master Plan**
**1. Morris Commercial Subdivision, Southeast of intersection of US Hwy 70 & N. Germantown Road (Keith Moore, Carlson Consulting Engineers)**

**INTRODUCTION:** Mr. Keith Moore with Carlson Consulting Engineers is requesting Planning Commission approval of a Master Plan for the Morris Commercial Subdivision. The subject property is located southeast of the intersection of Highway 70 and North Germantown Road. It is within the "SC-1" Planned Unit Commercial zoning district.

**BACKGROUND:** The subject property is a 2.08-acre site to be subdivided from an existing 14.71-acre lot. Currently, the ingress/egress easement along the western property line is the shared access drive for the Walgreens property.

**DISCUSSION:** The specific request by the applicant is for the approval of a master plan to subdivide the 2.08-acre lot into a 2-lot commercial subdivision. Lot 1 will be 1.31-acres, and the proposed location for an AutoZone auto parts store. Lot 2 will be 0.77-acres. Access to both lots will be from an existing ingress/egress easement along the western property line that is the current shared access drive for the neighboring Walgreens location. Other features of the development include a streetscape landscape buffer, a detention pond on lot 1, and a conservation easement for the TDEC "blue stream" that bisects the property.

Approved with conditions of staff.

**Site Plan**
**2. 3A Collision, 6420 Summer Avenue (Paul Bray, The Bray Firm)**

**INTRODUCTION:** Mr. Paul Bray with the Bray Firm is requesting Planning Commission approval of a site plan for 3A Collision. The subject property is located at 6420 Summer Avenue (Highway 70) within the "C-H" Highway Commercial zoning district.

**BACKGROUND:** The subject property is located on Lot 1 of the Grace Subdivision. On June 5, 2017, the Planning Commission recommended the approval of a Special Use Permit (SUP) for auto body repair uses within the "C-H" zoning district at said location to the Board of Mayor and Aldermen. On July 11, 2017, the Board of Mayor and Aldermen approved the SUP. On March 17, 2015, the Planning Commission approved a site plan for 3A Collision on the adjacent lot to the south, Lot 2 of the Grace Subdivision.

**DISCUSSION:** The specific request by the applicant is for the approval of a site plan to construct a 6,200 square foot building and parking lot on a 1.47-acre lot. The proposed building will be used as an auto body repair facility. The existing dumpster area on Lot 2 will be utilized to handle the demand from Lot 1. An existing detention basin constructed along the street frontage will handle the storm water runoff. Access will be from a shared drive from Lot 1 with no new curb cut from Summer Avenue (Highway 70). Other features of the development include a streetscape landscape buffer along the street frontage and a screening fence to prevent public view of storage and operations. The specifics of the site plan are as follows:

| **Site Data** | |
|---|---|
| **Site Area:** | 1.47-acres (64,033 square feet) |
| **Total Required Parking Spaces: (office)** | 19 |
| **Total Proposed Parking Spaces: Customer: Service: Employee:** | 36 10 17 9 |
| **Handicap Accessible:** | 1 |
| **Regular:** | 35 |
| **Proposed Total Building Area:** | 6,200 square feet |
| **Greenspace/Open-space:** | 52% |
| **Building Height:** | One story |

Approved with conditions of staff.

**Board of Mayor and Aldermen**
6400 Stage Road
Bartlett, TN 38134

**SCHEDULED**

**RESOLUTION (ID # 2188)**

Meeting: 08/22/17 07:00 PM
Department: Finance
Category: Presentation
Prepared By: Dick Phebus
Initiator: Dick Phebus
Sponsors:
DOC ID: 2188

# Resolution 39-17, an initial resolution authorizing the issuance of not to exceed fifty-two million dollars ($52,000,000) general obligation public improvement bonds of the City of Bartlett, Tennessee.

BE IT RESOLVED by the Board of Mayor and Aldermen (the "Board") of the City of Bartlett, Tennessee (the "Municipality" or "City") that for the purpose of financing, in whole or in part, the (i) acquisition of land for and construction, repair, renovation, improvement and equipping of City schools and other public buildings and facilities, including City Hall, the Justice Center, parks and recreation centers and facilities and the City's performing arts center; (ii) acquisition of school vehicles and acquisition of public safety vehicles and equipment, including ambulances; (iii) design, construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization, drainage improvements, other streetscape improvements and acquisition of rights-of-way in connection therewith; (iv) acquisition of all property, real or personal, appurtenant to the foregoing; (v) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (vi) reimbursement to the Municipality for funds previously expended for any of the foregoing and (vii) payment of the costs related to the issuance and sale of such bonds, there shall be issued bonds, in one or more emissions, of said Municipality in the aggregate principal amount of not to exceed $52,000,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted under Tennessee law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the Board that the City Clerk of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed $52,000,000 general obligation public improvement bonds to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice, to-wit:

N O T I C E

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Clerk of the Municipality protesting the issuance of the bonds, such bonds will be issued as proposed.

Stefanie McGee, City Clerk

Adopted and approved this 22nd day of August, 2017.

| | |
|---|---|
| W.C. Pleasant, Register to the<br>Board of Mayor and Aldermen | A. Keith McDonald, Mayor |

ATTEST:

Stefanie McGee, City Clerk

STATE OF TENNESSEE )

COUNTY OF SHELBY )

I, Stefanie McGee, certify that I am the duly qualified and acting City Clerk of the City of Bartlett, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on August 22, 2017; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed $52,000,000 General Obligation Public Improvement Bonds of said Municipality.

WITNESS my official signature and seal of said Municipality on this the 22nd day of August, 2017.

______________________________
City Clerk

(SEAL)

The Board of Mayor and Aldermen of the City of Bartlett, Tennessee, met in regular session on August 22, 2017, at 7:00 p.m. at the City Hall, Bartlett, Tennessee, with the Honorable A. Keith McDonald, Mayor, presiding.

The following Aldermen were present:

The following Aldermen were absent:

There were also present Stefanie McGee, City Clerk, Dick Phebus, Director of Finance and Mark Brown, Chief Administrative Officer.

After the meeting was duly called to order, the following resolution was introduced by __________, seconded by __________ and after due deliberation, was adopted by the following vote:

AYE:

NAY:

**Board of Mayor and Aldermen**
6400 Stage Road
Bartlett, TN 38134

**SCHEDULED**

**RESOLUTION (ID # 2192)**

Meeting: 08/22/17 07:00 PM
Department: Finance
Category: Presentation
Prepared By: Dick Phebus
Initiator: Dick Phebus
Sponsors:
DOC ID: 2192

# Resolution 40-17, a resolution authorizing the issuance of general obligation refunding and improvement bonds of the City of Bartlett, Tennessee in the aggregate principal amount of not to exceed $55,000,000, in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes the City of Bartlett, Tennessee (the "Municipality" or "City"), by resolution of the Board of Mayor and Aldermen, to issue and sell bonds to finance public works projects and to refund outstanding indebtedness; and

WHEREAS, the Board of Mayor and Aldermen of the Municipality hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing the (i) acquisition of land for and construction, repair, renovation, improvement and equipping of City schools and other public buildings and facilities, including City Hall, the Justice Center, parks and recreation centers and facilities and the City's performing arts center; (ii) acquisition of school vehicles and acquisition of public safety vehicles and equipment, including ambulances; (iii) design, construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization, drainage improvements, other streetscape improvements and acquisition of rights-of-way in connection therewith; (iv) acquisition of all property, real or personal, appurtenant to the foregoing; and (v) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; and

WHEREAS, the Board of Mayor and Aldermen of the Municipality did adopt on the date hereof an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed $52,000,000 for the purposes described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, the Municipality has previously issued and has outstanding its General Obligation Public Improvement Bonds, Series 2007, dated September 12, 2007, and General Obligation Public Improvement Bonds, Series 2009, dated September 9, 2009 (the "Outstanding Indebtedness"); and

WHEREAS, all or a portion of the Outstanding Indebtedness can now be refunded for the purpose of reducing the debt service requirements of the Municipality; and

WHEREAS, the Board of Mayor and Aldermen hereby determines that it is advisable to issue general obligation bonds, in one or more series, for the purpose of refunding all or a portion of the Outstanding Indebtedness; and

WHEREAS, a plan of refunding for the Outstanding Indebtedness has been filed with the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has submitted to the Municipality a report thereon, a copy of which has been made available to the members of the Board of Mayor and Aldermen and is attached as an exhibit hereto; and

WHEREAS, it is the intention of the Board of Mayor and Aldermen of the Municipality to adopt this resolution for the purpose of authorizing not to exceed $55,000,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed $55,000,000 General Obligation Refunding and Improvement Bonds of the Municipality, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(e) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(f) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(g) "Governing Body" means the Board of Mayor and Aldermen of the Municipality.

(h) "Mayor" shall mean the Mayor of the Municipality.

(i) "Municipal Advisor" for the Bonds authorized herein means PFM Financial Advisors LLC, Memphis, Tennessee.

(j) "Projects" means the (i) acquisition of land for and construction, repair, renovation, improvement and equipping of City schools and other public buildings and facilities, including City Hall, the Justice Center, parks and recreation centers and facilities and the City's performing arts center; (ii) acquisition of school vehicles and acquisition of public safety vehicles and equipment, including ambulances; (iii) design, construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization, drainage improvements, other streetscape improvements and acquisition of rights-of-way in connection therewith; (iv) acquisition of all property, real or personal, appurtenant to the foregoing; and (v) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing.

(k) "Refunding Escrow Agent" means the refunding escrow agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

(l) "Refunding Escrow Agreement" means the Refunding Escrow Agreement, dated as of the date of the Bonds, between the Municipality and the Refunding Escrow Agent, in substantially the form of the document attached hereto as Exhibit D, subject to such changes thereto as shall be permitted by the terms of this resolution.

(m) "Refunded Indebtedness" means the maturities or portions of the maturities of the Outstanding Indebtedness designated for refunding by the Mayor pursuant to the terms hereof.

(n) "Registration Agent" means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the Municipality has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body and are attached hereto as Exhibit A.

(c) Attached hereto as Exhibit B are (i) an engagement letter (the "Municipal Advisor Engagement Letter") by the Municipal Advisor for its services in connection with the issuance of the Bonds and (ii) an engagement letter (the "Bond Counsel Engagement Letter") by Bass, Berry & Sims PLC, as Bond Counsel ("Bond Counsel"), for its services in connection with the issuance of the Bonds. The Bond Counsel Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds. The Governing Body hereby approves and authorizes the Mayor to enter into and accept the Municipal Advisor Engagement Letter and Bond Counsel Engagement Letter, and all actions heretofore taken by the officers of the Municipality in that regard are hereby ratified and approved.

(d) The refunding of the Refunded Indebtedness authorized herein through the issuance of the Bonds will result in the reduction of the debt service payable by the Municipality over the term of the Refunded Indebtedness, thereby effecting a cost savings to the public.

(e) The Refunding Report of the State Director has been presented to the members of the Governing Body in connection with their consideration of this resolution and is attached hereto as Exhibit C.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance, in whole or in part, the cost of the Projects and costs incident thereto, (ii) reimburse the appropriate fund of the Municipality for prior expenditures for the foregoing costs, (iii) refund the Refunded Indebtedness and (iv) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the Municipality in the aggregate principal amount of not to exceed $55,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Refunding and Improvement Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on March 1 and September 1 in each year, commencing March 1, 2018. The Bonds shall be issued initially in $5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on September 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2018 through 2037, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the Municipality on September 1, 2027 and thereafter, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner provided in subsection (b) above.

At its option, to be exercised on or before the forty-fifth ($45^{th}$) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least $1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the

Registration Agent shall issue a new Bond or the Bond to the assignee(s) in $5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Clerk.

(i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(l) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED | REGISTERED
Number _____ | $___________

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF SHELBY
CITY OF BARTLETT
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND, SERIES 2017

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Bartlett, Tennessee (the "Municipality" or "City") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [March 1, 2018], and semi-annually thereafter on the first day of [March and September] in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of ______________________, _____________, _______________, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular

Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in $5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the Municipality on September 1, 2027 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.]

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Mayor and Aldermen of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing ________________ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

| Final Maturity | Redemption Date | Principal Amount of Bonds Redeemed |
|---|---|---|

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating $__________ and issued by the Municipality to (i) finance the cost of the (a) acquisition of land for and construction, repair, renovation, improvement and equipping of City schools and other public buildings and facilities, including City Hall, the Justice Center, parks and recreation centers and facilities and the City's performing arts center; (b) acquisition of school vehicles and acquisition of public safety vehicles and equipment, including ambulances; (c) design, construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization, drainage improvements, other streetscape improvements and acquisition of rights-of-way in connection therewith; (d) acquisition of all property, real or personal, appurtenant to the foregoing; and (e) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (ii) reimburse the Municipality for funds previously expended for any of the foregoing; (iii) refund all or a portion of the Municipality's outstanding General Obligation Public Improvement Bonds, Series 2007, dated September 12, 2007, and General Obligation Public Improvement Bonds, Series 2009, dated September 9, 2009; and (iv) pay the issuance costs of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of Mayor and Aldermen of the Municipality on August 22, 2017 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Clerk under the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF BARTLETT, TENNESSEE

By:________________________________________
Mayor

(SEAL)

ATTESTED:

______________________________
City Clerk

Transferable and payable at the
principal corporate trust office of: ____________________________

______________, _____________

Date of Registration: ____________________________

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

_________________________________________________
Registration Agent

By:______________________________________________
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto ______________ ______________________, whose address is _____________________________________________ (Please insert Federal Identification or Social Security Number of Assignee __________________), the within Bond of City of Bartlett, Tennessee, and does hereby irrevocably constitute and appoint ________________________, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated:______________________

_________________________________________________

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

__________________________________________

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Refunding and Improvement Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than March 1, 2018, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not exceed calendar year 2040.

(5) adjust or remove the Municipality's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) refund less than all of the Outstanding Indebtedness;

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(8) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Refunding and Improvement Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(f) The Mayor and City Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds.

(g) No Bonds (except for those Bonds issued solely to refund the Refunded Indebtedness and pay related costs of issuance) shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the Municipality and the passage of twenty (20) days from the date of publication thereof, and in no event shall said Bonds be issued without prior referendum if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

<u>Section 9.</u> <u>Disposition of Bond Proceeds</u>. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) An amount sufficient, together with such other Municipality funds as may be identified by the Mayor and, if applicable, investment earnings on the foregoing, to refund the Refunded Indebtedness shall be applied to the refunding thereof by depositing such funds with the Escrow Agent and/or paying such funds directly to the holders (or paying agents or trustees for the holders) of the Refunded Bonds.

(b) The remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the Bartlett 2017 Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the Mayor to be kept separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the Municipality for any funds previously expended for costs of the Projects. The Construction Fund may be composed of subaccounts, with proceeds of the Bonds allocated to school Projects deposited in a subaccount separate from the proceeds of Bonds allocated to non-school Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

Section 10. Official Statement. The officers of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Refunding Escrow Agreement. With respect to each emission of Bonds, for the purpose of providing for the payment of the principal of and premium, if any, and interest on the Refunded Indebtedness and if determined by the Mayor in consultation with the Municipal Advisor to be in the best interest of the Municipality, the Mayor is hereby authorized to execute and the City Clerk to attest on behalf of the Municipality the Refunding Escrow Agreement with the Refunding Escrow Agent and to deposit with the Refunding Escrow Agent amounts to be held in cash or amounts to be used by the Refunding Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148(a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit D is hereby in all respects approved, and the Mayor and the City Clerk are hereby authorized and directed to execute and deliver same on behalf of the Municipality in substantially the form thereof presented to this meeting, or with such changes as may be approved by the Mayor and the City Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Refunding Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and premium, if any, and interest on the Refunded Indebtedness and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Redemption and Prepayment of the Refunded Indebtedness. The Mayor and the City Clerk, or either of them, are hereby authorized and directed to take all steps necessary to prepay or redeem the Refunded Indebtedness at their earliest possible prepayment or redemption date, including the giving of and publication of any prepayment or redemption notice as required by the resolutions authorizing the issuance of the Refunded Indebtedness.

Section 13. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration

Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall be direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 14. Federal Tax Matters Related to the Bonds.

(a) The Bonds will be issued as federally tax-exempt bonds. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds.

Section 15. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 16. Reasonably Expected Economic Life. The "reasonably expected economic life" of all projects financed or refinanced by the Bonds within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds financing or refinancing such projects.

Section 17. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 18. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 19. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved on August 22, 2017.

____________________________________
W.C. Pleasant, Register to the
Board of Mayor and Aldermen

____________________________________
A. Keith McDonald, Mayor

ATTEST:

____________________________________
Stefanie McGee, City Clerk

STATE OF TENNESSEE)

COUNTY OF SHELBY )

I, Stefanie McGee, certify that I am the duly qualified and acting City Clerk of City of Bartlett, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on August 22, 2017; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the Municipality's General Obligation Refunding and Improvement Bonds.

WITNESS my official signature and seal of said Municipality on August 22, 2017.

City Clerk

(SEAL)

EXHIBIT A

Estimated Interest Expense and Costs of Issuance

| Period Ending | Principal | Coupon | Interest | Debt Service |
|---|---|---|---|---|
| 06/30/2018 | | | 891,512.50 | 891,512.50 |
| 06/30/2019 | 1,460,000 | 5.000% | 2,161,750.00 | 3,621,750.00 |
| 06/30/2020 | 1,540,000 | 5.000% | 2,086,750.00 | 3,626,750.00 |
| 06/30/2021 | 1,620,000 | 5.000% | 2,007,750.00 | 3,627,750.00 |
| 06/30/2022 | 1,695,000 | 5.000% | 1,924,875.00 | 3,619,875.00 |
| 06/30/2023 | 1,785,000 | 5.000% | 1,837,875.00 | 3,622,875.00 |
| 06/30/2024 | 1,765,000 | 5.000% | 1,749,125.00 | 3,514,125.00 |
| 06/30/2025 | 1,845,000 | 5.000% | 1,658,875.00 | 3,503,875.00 |
| 06/30/2026 | 1,950,000 | 5.000% | 1,564,000.00 | 3,514,000.00 |
| 06/30/2027 | 2,050,000 | 5.000% | 1,464,000.00 | 3,514,000.00 |
| 06/30/2028 | 2,150,000 | 5.000% | 1,359,000.00 | 3,509,000.00 |
| 06/30/2029 | 2,060,000 | 5.000% | 1,253,750.00 | 3,313,750.00 |
| 06/30/2030 | 2,170,000 | 5.000% | 1,148,000.00 | 3,318,000.00 |
| 06/30/2031 | 2,280,000 | 5.000% | 1,036,750.00 | 3,316,750.00 |
| 06/30/2032 | 2,400,000 | 5.000% | 919,750.00 | 3,319,750.00 |
| 06/30/2033 | 2,520,000 | 5.000% | 796,750.00 | 3,316,750.00 |
| 06/30/2034 | 2,650,000 | 5.000% | 667,500.00 | 3,317,500.00 |
| 06/30/2035 | 2,785,000 | 5.000% | 531,625.00 | 3,316,625.00 |
| 06/30/2036 | 2,930,000 | 5.000% | 388,750.00 | 3,318,750.00 |
| 06/30/2037 | 3,075,000 | 5.000% | 238,625.00 | 3,313,625.00 |
| 06/30/2038 | 3,235,000 | 5.000% | 80,875.00 | 3,315,875.00 |
| | **43,965,000** | | **25,767,887.50** | **69,732,887.50** |

Underwriter's Discount: $307,755.00

| Cost of Issuance | $/1000 | Amount |
|---|---|---|
| Financial Advisor | 1.38445 | 65,000.00 |
| Bond Counsel | 1.17146 | 55,000.00 |
| S&P Rating Services | 0.59638 | 28,000.00 |
| Moody's Investor Services | 0.57508 | 27,000.00 |
| Paying Agent | 0.01065 | 500.00 |
| Ipreo | 0.02662 | 1,250.00 |
| Escrow Agent | 0.00852 | 400.00 |
| Printing / Miscellaneous | 0.10650 | 5,000.00 |
| | 3.87966 | 182,150.00 |

EXHIBIT B

Engagement Letters

(Attached)

MUNICIPAL ADVISOR ENGAGEMENT LETTER

July 31, 2017

Mark Brown
City Administrator

Dick Phebus
Finance Director

City of Bartlett, TN
6400 Stage Road
Bartlett, TN 38134

pfm

530 Oak Court Drive
Suite 160
Memphis, TN 38117
901.682.8356

pfm.com

Dear Mr. Brown and Mr. Phebus:

The purpose of this letter (this "Engagement Letter") is to confirm our agreement that PFM Financial Advisors LLC ("PFM") will act as financial advisor to the City of Bartlett, Tennessee (the "Client"), pursuant to that certain Resolution of the City of Bartlett, TN dated August 22, 2017 (the "Authorizing Resolution"). PFM will provide, upon request of the Client, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by the Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task.

PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If Client has designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations described thereon. PFM shall not be responsible for, or have liability in connection with, verifying that PFM is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). Client acknowledges and agrees that any reference to PFM, its personnel and its role as IRMA, including in the written representation of Client required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by PFM. Client further agrees not to represent that PFM is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without PFM's prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its Clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in PFM's Disclosure Statement delivered to Client together with this Agreement.

PFM's services will commence as soon as practicable after the execution of this Engagement Letter by the Client and a request by the Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the Client and the PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the Client and PFM or its respective affiliate.

For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

This Engagement Letter shall be effective from August 1, 2017 until June 30, 2018 (the "Initial Term"), shall automatically renew for additional two (2) one- year periods (each a "Renewal Term" and together with the Initial Term, the "Term") and shall remain in effect unless canceled in writing by either party upon thirty (30) days written notice to the other party. PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of the Client; provided that upon notice to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records ("Data") in the possession of the Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and the Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this Agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

All notices given under this Engagement Letter will be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of the Client.

Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to the Client copies of any and all material pertaining to this Engagement Letter.

The following professional employees of PFM will provide the services set forth in this Engagement Letter: Ricardo Callender, Lauren Lowe, Micah Wasserman, Kyle Wright, Nick Yatsula, Lisa Daniel. PFM may, from time to time, supplement or otherwise amend team members. The Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the Client make such a request, PFM will promptly suggest a substitute for approval by the Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint ventures of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.

This Engagement Letter and the Authorizing Document represent the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties.

Sincerely,

**PFM FINANCIAL ADVISORS LLC**

Lauren S. Lowe

Lauren S. Lowe
Managing Director

# EXHIBIT A
# SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the Client:

- Assist the Client in the formulation of Financial and Debt Policies and Administrative Procedures.

- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the Client with savings.

- Analyze future debt capacity to determine the Client's ability to raise future debt capital.

- Assist the Client in the development of the Client's Capital Improvement Program by identifying sources of capital funding.

- Assist the Client with the development of the Client's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects and grants, and provide analysis of each alternative as required as to the budgetary and financial impact.

- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.

- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the Client.

- Conduct strategic modeling and planning and related consulting.

- Attend meetings with Client's staff, consultants and other professionals and the Client.

- Undertake financial planning and policy development assignments made by the Client regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.

- Assist the Client in preparing financial presentations for public hearings and/ or referendums.

- Provide special financial services as requested by the Client.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified to reflect that process. Upon the request of the Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.

- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.

- Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.

- Advise as to the various financing alternatives available to the Client.

- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.

- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.

- If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.

- Review underwriter's proposals and submit a written analysis of same to the Client.

- Assist the Client in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.

- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.

- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation.

- Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.

- Coordinate with Client's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents.

- As applicable, advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.

- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.

- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.

# EXHIBIT B
# COMPENSATION FOR SERVICES

### 1. Fixed Rate Transaction Fees (Competitive and Negotiated)

The compensation schedule for competitive and negotiated sales of long-term financings will be billed at closing as follows:

| Bond Size ($000) | Issuance Fee per $1,000(A)(B) |
|---|---|
| First $5 million | $3.00 |
| Next $5 million | $2.50 |
| Next $15 million | $2.00 |
| Over $25 million | $1.00 |

(A) Based upon Par Amount and is subject to a minimum fee of $20,000 per transaction and a not to exceed amount of $85,000 per transaction.

(B) For services rendered with respect to any revenue or refunding financings, PFM proposed fee will carry a premium of 25%.

### 2. Other Transaction Fees

Short Term Notes (Less than 2 years) 60% of Fees above + Expenses

### 3. Hourly Project Fees (Non-Transaction Related)

PFM will not charge for general advice between financings. In the event the Client requests that PFM perform significant special projects (capital planning, creation of new financing programs like the installment sale concept, etc.), fees will be negotiated in advance of the project generally based upon the following hourly rates for the indicated levels of experience of experience or their equivalents will apply. Prior to the accumulation of hourly rates, a PFM professional will Additionally, in the event a financing is started, but cancelled at the Client's request, accrued time will be billed as follows:

| Experience Level | Hourly Rate |
|---|---|
| Managing Director | $325 |
| Director | $300 |
| Senior Managing Consultant | $275 |
| Senior Analyst | $230 |
| Analyst | $190 |

**EXHIBIT C**
**INSURANCE STATMENT**

PFM has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability, and workers' compensation. PFM maintains professional liability and fidelity bond coverages, which total $25 million and $10 million, respectively. PFM also carries a $10 million cyber liability policy.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

**Deductibles/SIR:**
Automobile $250 comprehensive & $500 collision
Cyber Liability $50,000
General Liability $0
Professional Liability (E&O) $1,000,000
Financial Institution Bond $75,000

**Insurance Company & AM Best Rating**
Professional Liability (E&O) – Indian Harbor Insurance Company (A) and Continental Casualty Company (A)
Financial Institution Bond – Federal Insurance Company (A++)
Cyber Liability – Indian Harbor Insurance Company (A)
General Liability – Great Northern Ins. Company (A++)
Automobile Liability – Federal Insurance Company (A++)
Excess /Umbrella Liability – Federal Insurance Company (A++)
Workers' Compensation & Employer's Liability – Pacific Indemnity Company (A++)

BOND COUNSEL ENGAGEMENT LETTER

BASS BERRY SIMS PLC

150 Third Avenue South, Suite 2800
Nashville, TN 37201
(615) 742-6200

City of Bartlett, Tennessee
Bartlett, Tennessee
Attention: A. Keith McDonald, Mayor

**Re: Issuance of Not to Exceed $55,000,000 in Aggregate Principal Amount of General Obligation Refunding and Improvement Bonds, Series 2017.**

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Bartlett, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of providing funds necessary to finance certain public works projects of the Issuer, refinance certain outstanding indebtedness of the Issuer and to pay the costs incident to the sale and issuance of the Bonds. It is anticipated that the Bonds will be sold at competitive sale.

## SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

(1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.

(2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.

(3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.

(4) Review legal issues relating to the structure of the Bonds; and

(5) Prepare those sections of the official statement to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law pertinent to the validity

of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for its purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

a. 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, or

2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or

3) Rendering advice that the official statement or other disclosure documents

i) Do not contain any untrue statement of a material fact or

ii) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

c. Preparing blue sky or investment surveys with respect to the Bonds.

d. Drafting state constitutional or legislative amendments.

e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.

f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.

g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

h. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Bonds).

i. Opining on a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

**ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. In our representation of the Issuer, we will not act as a "municipal advisor," as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds.

**FEES**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be $55,000. Other than reimbursement for any publication costs of the meeting notice and initial resolution in *The Commercial Appeal*, the fee quoted above will include all out-of-pocket expenses advanced for your benefit.

If, for any reason, the financing represented by the Bonds as described in the paragraph above is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will the amount we are paid exceed the amounts provided above.

## RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

## OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

## CONCLUSION

If the foregoing terms are unacceptable to you, please so indicate in writing. Otherwise, we look forward to working with you.

EXHIBIT C

State Refunding Report

(Attached)

# REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE CONCERNING THE PROPOSED ISSUANCE BY THE CITY OF BARTLETT, TENNESSEE OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2017A

The City of Bartlett ("City") submitted a plan of refunding ("Plan"), as required by T.C.A. § 9-21-903 regarding an issuance of approximately $2,045,000 General Obligation Refunding and Improvement Bonds, Series 2017A, ("Series 2017A Refunding Bonds") at a premium to current refund $1,770,000 General Obligation Public Improvement Bonds, Series 2007 and $540,000 General Obligation Public Improvement Bonds, Series 2009 (collectively, the "Refunded Bonds").

This report must be presented to the governing body prior to the adoption of a refunding bond resolution. An evaluation of the preparation, support, and underlying assumptions of the Plan has not been performed by this Office. This letter and report provide no assurances of the reasonableness of the underlying assumptions. The Series 2017A Refunding Bonds may be issued with a structure different to that of the Plan. The City provided a copy of its debt management policy.

**Balloon Indebtedness**

The proposed structure of the Series 2017A Refunding Bonds presented in the Plan does not appear to be balloon indebtedness. As of the date of this report, however, the balloon indebtedness statute does not apply to this proposed refunding because the proposed debt issue is secured solely by a general obligation pledge and the City has some amount of long-term general obligation indebtedness outstanding that is rated AA+/Aa1 or better. If the structure is revised, the City should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness.

**City's Proposed Refunding Objective**

The City indicated its purpose for the refunding is for debt service savings.

## Refunding Analysis

- The results of the refunding are based on the assumption that $2,045,000 Series 2017A Refunding Bonds will be sold by competitive sale and priced at a premium of $311,635.
- The net present value savings are projected to be $193,276, or 8.37% of the refunded principal of $2,310,000.
- The final maturity of the Series 2017A Refunding Bonds does not extend beyond the final maturity of the Refunded Bonds.
- Estimated cost of issuance of the Series 2017A Refunding Bonds is $38,697 or $18.92 per $1,000 of the par amount. See Table 1 for individual costs of issuance.

Table 1
Costs of Issuance of the 2017 Refunding Bonds

| | Amount | Price per $1,000 Bond |
|---|---|---|
| Estimated Underwriter's Discount | $ 14,315 | $ 7.00 |
| Municipal Advisor | 6,812 | 3.33 |
| Bond Counsel | 5,263 | 2.57 |
| Rating Agency | 8,979 | 4.39 |
| Other Expenses | 3,328 | 1.63 |
| Total Cost of Issuance | $ 38,697 | $ 18.92 |

The City has indicated that PFM Financial Advisors LLC is its municipal advisor. Municipal advisors have a fiduciary responsibility to the City. Underwriters have no fiduciary responsibility to the City. They represent the interests of their firm and are not required to act in the City's best interest without regard to their own or other interests. The Plan was prepared by the City with the assistance of their municipal advisor.

This report of the Office of State and Local Finance does not constitute approval or disapproval by the Office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the City. The assumptions included in the City's Plan may not reflect either current market conditions or market conditions at the time of sale.

If all of the Refunded Bonds are not refunded as a part of the Series 2017A Refunding Bonds, and the City wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to this Office for review.

Sandra Thompson

Sandra Thompson
Director of the Office of State and Local Finance
Date: July 27, 2017

EXHIBIT D

Form of Refunding Escrow Agreement

(Attached)

23362035.3

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of __________, 2017, by and between the City of Bartlett, Tennessee (the "Issuer") and ________________ (the "Agent").

W I T N E S S E T H:

WHEREAS, the Issuer has determined to provide for payment of the debt service requirements of certain of its outstanding bonds, as described herein (the "Outstanding Bonds") by depositing in escrow with the Agent funds sufficient to pay the principal of and interest on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the Issuer has authorized and issued its General Obligation Refunding and Improvement Bonds, Series 2017 (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds[, together with legally available funds of the Issuer,] will be deposited in escrow with the Agent hereunder and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of and interest on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds and other funds of the Issuer and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement;

NOW, THEREFORE, the Issuer, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the Issuer in and to $__________, consisting of $__________ derived from the proceeds of the sale of the Refunding Bonds[ and $__________ from other legally available funds of the Issuer].

DIVISION II

All right, title and interest of the Issuer in and to the Government Securities purchased with the funds described in Division I hereof and more particularly described in Exhibit B, attached hereto, and to all income, earnings and increment derived from or accruing to the Government Securities.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the Issuer or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the Issuer or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of and interest on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

ARTICLE I.
DEFINITIONS AND CONSTRUCTION

SECTION 1.1 Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Agreement” means this Refunding Escrow Agreement;

“Code” means the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

“Escrow Fund” shall have the meaning ascribed to it in Section 2.1 hereof;

“Escrow Property”, “escrow property” or “escrowed property” means the property, rights and interest of the Issuer that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

“Government Securities” means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

“Outstanding Bonds” means [(i) General Obligation Public Improvement Bonds, Series 2007, dated September 12, 2007, maturing ______________ and (ii) General Obligation Public Improvement Bonds, Series 2009, dated September 9, 2009, maturing ______________]; and

“Written Request” means a request in writing signed by the Mayor of the Issuer or by any other officer or official of the Issuer duly authorized by the Issuer to act in his place.

SECTION 1.2 Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II.
ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION 2.1 Creation of Escrow; Deposit of Funds. The Issuer hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of $_________ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

SECTION 2.2 Investment of Funds. The monies described in Section 2.1 hereof shall be held or invested as follows:

(a) the amount of $_________ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

(b) the amount of $_________ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.4 and 2.6 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

SECTION 2.3 Disposition of Escrow Funds. The Agent shall without further authorization or direction from the Issuer collect the principal and interest on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the paying agent or its successor, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The Issuer represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the Issuer agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the Issuer and this Agreement shall terminate.

SECTION 2.4 Excess Funds. Except as provided in Section 2.6 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the Issuer.

SECTION 2.5 Reports. The Agent shall deliver to the Director of Finance, on or before the first day of _________ of each year, a report current as of _________ of such year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the City and which also shall set forth all assets in the Escrow Fund as of _________ and set forth opening and closing balances thereof for that fiscal year.

SECTION 2.6 Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Securities, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the Issuer shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds and Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.6 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the Issuer to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

SECTION 2.7 Irrevocable Escrow Created. The deposit of monies, Government Securities, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Securities for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4.1 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Issuer and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.8 Redemption of Outstanding Bonds. [The Agent is authorized and directed to send the notice of redemption in the form of Exhibit C to the paying agent for the Outstanding Bonds not less than 45 days prior to the date of redemption in accordance with the terms of the Outstanding Bonds.]

## ARTICLE III.
## CONCERNING THE AGENT

SECTION 3.1 Appointment of Agent. The Issuer hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.2 Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION 3.3 Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Issuer or any paying agent of its obligations, or to protect any of the Issuer's rights under any bond proceedings or any of the Issuer's other contracts with or franchises or privileges from any state, county, Issuer or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the Issuer. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the Issuer in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION 3.4 Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Bonds as fully and with the same rights as if it were not the Agent.

SECTION 3.5 Exculpation of Funds of Agent. Except as set forth in Section 3.3, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION 3.6 Payment of Deficiency by Issuer. The Issuer agrees that it will promptly and without delay remit or cause to be remitted to the Agent within ten (10) days after receipt of the Agent's written request, such additional sum or sums of money as may be necessary in excess of the sums provided for under Section 2.1 hereof to assure the payment when due of the principal of, premium, if any, and interest on the Outstanding Bonds.

SECTION 3.7 No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2.8 hereof.

SECTION 3.8 Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least $75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this Section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION 3.9 Resignation of Agent. The Agent may at any time resign by giving direct written notice to the Issuer and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the Issuer shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Shelby County, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.8. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

SECTION 3.10 Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.8 hereof and shall fail to resign after written request therefor by the Issuer or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the Issuer may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the Issuer for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.8. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the Issuer and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.11 hereof.

SECTION 3.11 Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the Issuer and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the Issuer or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.8 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.8 hereof.

SECTION 3.12 Payment to Agent. The Issuer agrees to pay the Agent, as reasonable and proper compensation under this Agreement, a one-time fee of $_________. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the Issuer agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the redemption of the Outstanding Bonds; provided, however, that the Issuer agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the Issuer and shall not give rise to any claim against the Escrow Fund.

## ARTICLE IV.
## MISCELLANEOUS

SECTION 4.1 Amendments to this Agreement. This Agreement is made for the benefit of the Issuer, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the Issuer; provided, however, that the Issuer and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Securities held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of and interest on the Outstanding Bonds. The Issuer hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Securities held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of and interest on the Outstanding bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Securities held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the Issuer.

SECTION 4.2 Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 4.3 Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.4 Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, as follows:

To the Issuer:

The City of Bartlett, Tennessee
6400 Stage Road
Bartlett, Tennessee 38134
Attention: Mayor

To the Agent:

______________________________
______________________________
______________________________

The Issuer and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

SECTION 4.5 Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.6 Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION 4.7 Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(signature page follows)

IN WITNESS WHEREOF, the Issuer and the Agent have caused this Agreement to be executed all as of the day and date first above written.

THE CITY OF BARTLETT, TENNESSEE

By:________________________________________
Mayor

(SEAL)

________________________________________
City Clerk

________________________________________
Escrow Agent

By:________________________________________
Title:___________________________________

*Signature Page to Refunding Escrow Agreement*

EXHIBIT A

Debt Service Schedule of [General Obligation Public Improvement Bonds, Series 2007, dated September 12, 2007, maturing _________________, inclusive], to the Maturity Date, With Name and Address of the Paying Agent and Date and Amount of Payment

| Payment Date | Principal Payable | Interest Payable | Premium | Total Debt Service |
|---|---|---|---|---|

Paying Agent: U.S. Bank National Association
Nashville, Tennessee

Debt Service Schedule of [General Obligation Public Improvement Bonds, Series 2009, dated September 9, 2009, maturing _________________, inclusive], to the Maturity Date, With Name and Address of the Paying Agent and Date and Amount of Payment

| Payment Date | Principal Payable | Interest Payable | Premium | Total Debt Service |
|---|---|---|---|---|

Paying Agent: U.S. Bank National Association
Nashville, Tennessee

EXHIBIT B

[Insert Description of Securities]

Total Cost of Securities: $____________
Initial Cash Deposit: $____________

EXHIBIT C

NOTICE OF REDEMPTION
CITY OF BARTLETT, TENNESSEE

NOTICE IS HEREBY GIVEN that the City of Bartlett, Tennessee (the "City"), has elected to and does exercise its option to call and redeem on _______, 2017 the City's outstanding bonds (the "Outstanding Bonds") as follows:

**General Obligation Public Improvement Bonds, Series 2007**
**Dated September 12, 2007**

| Maturity Date | Principal Amount | Interest Rate | CUSIP No. |
|---|---|---|---|

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of U.S. Bank National Association as follows, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

*If by Mail: (REGISTERED BONDS)*

*If by Hand or Overnight Mail:*

The redemption price will become due and payable on _______, 2017, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond _______, 2017.

Important Notice: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

U.S. BANK NATIONAL ASSOCIATION
Registration and Paying Agent

NOTICE OF REDEMPTION
CITY OF BARTLETT, TENNESSEE

NOTICE IS HEREBY GIVEN that the City of Bartlett, Tennessee (the "City"), has elected to and does exercise its option to call and redeem on _______, 2017 the City's outstanding bonds (the "Outstanding Bonds") as follows:

**General Obligation Public Improvement Bonds, Series 2009**
**Dated September 9, 2009**

| Maturity Date | Principal Amount | Interest Rate | CUSIP No. |
|---|---|---|---|

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of U.S. Bank National Association as follows, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

*If by Mail: (REGISTERED BONDS)*

*If by Hand or Overnight Mail:*

The redemption price will become due and payable on _______, 2017, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond _______, 2017.

Important Notice: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

______________________________
Registration and Paying Agent

23363057.1

**Board of Mayor and Aldermen**
6400 Stage Road
Bartlett, TN 38134

**SCHEDULED**

**RESOLUTION (ID # 2194)**

Meeting: 08/22/17 07:00 PM
Department: Finance
Category: Presentation
Prepared By: Dick Phebus
Initiator: Dick Phebus
Sponsors:
DOC ID: 2194

# Resolution 41-17, a resolution to donate surplus personal property to the Town of Gallaway, Tennessee.

**WHEREAS,** the City of Bartlett currently owns one 2008 Ford Crown Victoria and one 2009 Ford Crown Victoria, which have been declared surplus property; and

**WHEREAS,** the Town of Gallaway, Tennessee has expressed a desire to obtain this surplus personal property from the City of Bartlett; and

**WHEREAS,** Tennessee Code Annotated, §12-3-1005 grants authority to transfer surplus personal property among governmental entities; and

**WHEREAS,** the Board of Mayor and Aldermen of Bartlett, Tennessee has determined that it is good public policy to transfer by gift surplus personal property to other local governmental entities as circumstances and needs arise,

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN,** that one 2008 Ford Crown Victoria (Vehicle #5003) and one 2009 Ford Crown Victoria (Vehicle #5090), declared as surplus personal property by the City of Bartlett Police Department, are hereby transferred by gift to the Town of Gallaway, Tennessee.

**Adopted this day of August 22, 2017**

W.C. Pleasant, Register to the
Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk